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R R SIMPSON, Lsq. M Sc.

CHIEF INSPECTOR OF MINES IN INDIA,

То

THE SLCRETARY TO THE GOVI RAMLAT OF INDIA,

DIPARTMENT OF INDUSTRIES AND LABOUR,

SIMLA

Dated Dhanbad, the 8th July 1927

SIR

I have the honour to submit the report upon the inspection of mines in British India for the year ending 31st December 1926

INTRODUCTION

The Indian Mines Act 1923, npplies to British India only and not to the Indian States For the complete figures of production of all minerals raised from excavations of all depths in British India and the Indian States reference may he made to the statements of the "Mineral Production of India" published nunually in the Records of the Geologi al Survey of India, and to the "Quinquennial Review of the Mineral Production of India ' published every five years by the same Depart ment Detailed information of the mineral industries in Mysore—where the Kolar goldfield is situated—and Hyderahad (Nizam'e Dominions) is given in the annual reports of the Chief Inspectors of Mines in those States

Section I -Persons Employed

Dunng the year 1926 the daily average number of persons working in and about the mines regulated by the Indian Mines Act was 260,113, as compared with 253 857 in the previous year. This is an increase of 6 256 persons or 2 46 per cent. Of these persons 118,232 worked underground 71,139 in open workings, and 70 742 on the eurface. The distribution in respect of sex was as follows—

	Males	Females
Underground	86 343	31 889
In open workings	43 306	27 833
Surface	51 967	18 775

								_					
		Mineral worked											
Provii ca	Co 1	Vica	Salt	Mang arese	1 ime-	Tin	ชสา	Ochro	Stone	Tetal			
Aesam	101									101			
Burma						38	l			38			
Bong 1	8 010		ĺ	1	ĺ	l	l	l	l	8 01 0			
Bihar and Oris a	18 910	1,8 9		ı	50	l	1	l	1	20 810			
Central 1 rover ce	1 472		l	215	1	Į	l	3		16.0			
Vadras		976)	1			1	1	970			
Punjb .			223				1		1	223			
Ajmer Me w ra		G	1				R		i	6			
Unied I rovi e a	l		(l		1		ا ا				
	29 1,10	2 850	2.3	215	58	8	-	,	1 -2	fimales euployed ni ler g ound			
										Roged			

The number of persons employed in coal mines was 170,628 which is 2,512 less than the number employed in 1925. Of these persons 41,770 were coal cutters, 9,378 were make loaders and 30,607 were females—thirty loaders.

In the coalfields of Bengal and Bihnr and Orissa Indour generally was sufficient for requirements. Wages were lower by an amount estimated to be from 10 to 15 per cent. There were criticance cholera and small pox in the Raniganj coalfield. In the Asansol Mining Settlement the recorded death rate increased from 16 1 to 19 0 per thousand, whilst that in the Jharia Mining Settlement decreased from 18 77 to 17 02 per thousand.

At the colheries in Upper Assam worked by the Assam Rulways and Trading Company, Limited, the total number of persons employed at the nines was 5,409 and during the year there were 1,616 recruitments and 1,130 repatriations. The labour force is recruited from places so far apart as the Makran coast of Baluchistan and Chiar. Wages remained at the same level and there were no strakes or epidemics. Toot ball grounds have been made at the colheries and are much appreciated

In the Central Provinces mining labour was on the whole plentiful In the Pench Valley coaffield wages were reduced in sympathy with the diminished demand for coal

At the Bur C and silver non and lime stone mines in the day general im the Corporation's rulway terminus but oning to the prompt measures

taken it did not spread to any other area in which the Corporation operates its mines and works. In August as the sequel to a record rainful a landslip at the Bawdwin mine caused the death of 45 residents of a miners' village.

In the mica fields in Bihar and Orissa and in Mailras labour conditions were normal and there were in strikes or serious outbreaks of epideline disease. At the inica mines in the latter province water was very scarce owing to the failure of the monsoon.

At the iron mines in the Singhbhum district labour was sufficient and worked contentedly throughout the year. Wages remained the same and there were no epidemies. Arrangements were made by the Indian Iron and Steel Company, Limited, to supply piped water to Gua town and the Bonomali Buru iron mines.

Figures showing the average output of coal per person employed are given below -

	Tone	of coal per p	erson empl	yed		
	Undergro 18 ope w	Undergrout d and in ope w rkings				
	19 6	101 25	1^26	1921 25		
British India	. 14	173	118	164		
Bengal and Bihar	181	190	122	109		
Assam	98	189	67	81		
Baluchutan	65	56	52	83		
Central Provin es	110	101	76	63		
Punjsb	84	73	49	43		

In comparing the figures in the above table with similar figures in other countries it should be remembered that both men and women are employed in Indian mines. In Great Britain in 1925 the output of coal jet person employed lielow ground was 277 tons and per person employed above and below ground 221 tons. In the United States of America the output of coal per person employed below ground during 1922 was 611 tons, and per person, imployed whove and I elow ground 504 tons.

In the table on pict 4 figures me given in hours worked and wages paid at a large representative mine in each important mining field in India For comparative purposes the same mines have been selected as those given in last year's report. The wages alleged to be paid at mines in the same mineral field vary within such wide limits—up to 100 per cent—that there is reason to believe the relevant entries in the returns to have in many instances been made at random. It is hoped that greater care will be exercised in future

nonnecessitation as second and anticopy of many fall in British India

Underground Open workings Surface	_		Under	Underground			Open workings	rkıngs			Surface	90	ı	
Many Park	್ಟ್	oat cutters ar	Coat cutters and otl er miners	Females	S.	Coal entters and other somers	ers and	I emsles	les	Unskilled males	males		Females	
	Daily eariings	Daily ir ing	Hours worked ver week	Daily earnings	Hours worked per wack	Dady	Hours workel	Dasky	Honra worked per week	Daily carnings.	Hours worked per week	Daily carnings.		Hours worked per week
Jharra Coalfield (Bibar and	0 15	0	37	0 2 0	\$					0 8 0	3	0	0	3
Ornsa) Rau ganj (Bengal)	٥	0 6	2	0 0	83					0 7 6	25	=	•	*5
Giridib (B lar and Oruses)	-	0	8	9 9	48	0 16 0	8 2	0 5 3	53	0 0	45	0	6	8
Aesam .	~	0	25	no females employed	employed					0 12 6	ŝ	ç	20	10
Panjah	-	0	62	Ω°						0 11 0	3			
Baluch stan	-	0 0	8	ů										
Pench Valley (Central	-	0	3	0 7 6	45	_				0	22	•	•	Œ
B har and Oriens mica	•	8 0	25	0 * 0	3					0 4 0	5	0	0	ž
Madras mies	•	0	25	0 3 0	2	0 2 0	22	0 3 0	25	0 10 0	5	0	0	
Central Provinces man	0 10		48	0 0 0	\$\$	0 7 9	8	0 50	ŧ	0 9 0	52	9	es	87
Ma Iras manganose	_				_	0 0 3	2	0 3 0	15	23	12	0	es	20
Barma Ruhy				no females employed	emplos ed	0 12 0	22			0 13 0	20			
Madras Gold	-	÷	5	Do				•		0 7.	97	c	•	. 4
Bilar and Ories Iron .						8 0	=	0 5 0	33	8	=			2 2
Borma I ea l	1 13	3 0	ဌ	52 no females employed	employed	7 10	2 2			1 0 9	10			3
Borns Tin and Wolfram	61	0 0	41	Då						0 15 0	=	٠		

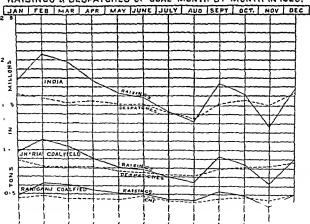
Section II.—Output of Minerals.

The statement given below shows the output of coal in the various provinces in British India during the years 1925 and 1926:-

	Onti	ont in tops
	1426	1925
Asam Balochitan Lengal Ilihar at Urrisea Born a Central Printicea Panjab	300,500 9,131 5,1 7,95 13,942,10 615 235 69 013	22 707 4,913,852 1 13,931,211 25 708,551
	20,093 02:	19,969,011

The total output in 1926 was 20,093,024 tons which is 123,983 tons or 0 63 per cent more than in the previous year. The opening stocks in 1926 were 2,600,062 tons and the closing stocks 2,200,698 tons—a reduction of nearly half a million tons. In the chart inserted below the raisings and despatches of coal are shown month by month

RAISINGS & DESPATCHES OF COAL MONTH BY MONTH IN 1926.



As usnol the largest quantity of earl was rused in Lebinary which is the shortest month. As a rule the rusings are at a minimum during

the romy months but in 1926 the minimum was renched in November In only two months-August and November-did the despatches exceed

the raisings

The total despotches of coal amounted to 18,060,480 tons and 1,698,596 tons or 8 45 per cent of the raisings were consumed on the collieries. The proportion of coal used on the collieries has steadily decreased from a minimum of 14 31 per cent in 1922, the present figure is the lowest recorded and 1 31 per cent less those in the previous year, the figures are illustrative of one of the economies which the low price of coal hos forced upon mine-owners

The quantity of coal used for coking at the colheries was 793,312 toos, and 515 665 tons of soft coke and 29 628 tons of hard cake were made The quantity of soft cole manufactured at the collieries for domestic consumption increased by 24 per cent. How readily this market responds to the stimulus of cherpuess is shown by the neures which follow -

1 car	Tons of soft	Pres of
****	coke made	
1010	308 565	Rising
1920	181 530	High
1921	151 417	High
1022	188 9*9	Falling
1923	220 061	Falling
I 124	301 745	lalling
1925	415 969	ralling
1926	515 665	Low

The quantity of hard coke minde at the colheries is small. Most of the hard coke is now made at coke ninking plants which do not come under the Mines Act, and I 0.07 502 tone of coal were despatched to coke making plants of this kind in 1926. Analyses of the figures relating to the output of coal and the manufacture of coke will be found in Appendix I

This No 2, pages 84-87
The output in Bihor nod Orises remained practically stationary, but in Bengal there was an increase of more than 200,000 tons. There was n considerable decrease in the Central Provinces and small decreases in Assum and the Punjah The output in Baluchistan fell from 22 707 tonin 192) to 9 131 tons in 1926 this being due to the closing down of the mines owned by the North-Western Railway Tigares of output for the two principal coalfields are os follows -

	Output	in tons,	Percentage of
	39.46	1900.	decrease —
Jharia coalnell	10 373 736	10 676 893	94
Ranigana coalfiel t	C 1°4,831	5 7°9 686	+6-0

The fact that the output of the Tharm coalfield decreased by nearly 3 per cent whilst in the Roniganj coalfield there was an increase of nearly 7 per cent may to some extent be due to the fact that the lower the price of coal the greater advantage do mines in the Ranigani coal field derive from their favourable position in respect of the principal trighet for coil, another important factor is that in proportion less coal of poor quality is mined in the Ranganj codfield than in the Tharm coalfield

The course of prices was straidly downward and the produce of many collections was sold at prices which left very little, if may, margin above rusing cost. Minn of the mines producing the poorer qualities of collections of collections of this class to combine their small holdings so as to obtain the mutual benefit of corporate action.

The exports of coal showed a remarkable increase, and to some extent this was due to the coal strike in Ingland. For the first time in history India sent coal (48-865 tons) to the United Kingdom. A finourable factor was the increased reputation of Indian coal in export markets by ierson of the supervision and certification of cargoes by the Indian Coal trading Board. Throughout the very n full wagon supply was available and at times the Railways had on hand many surplus wagons.

In the Central Provinces the year was one of great difficulty for the coal trade. Prices declined and collectes which were not in a position to reduce the cost of production had perforce to be closed down

The number of collieries using electric power increased from 108 to 111 and the aggregate heree power employed at collieries increased from 62,336 to 54,548. The number of coal cutting machines in use daring the year was 126, or one more than in the previous year. 109 were driven by electric power and 17 by compressed air. Sixty-six meclaines were at work in the Jharia coalfield, 54 in the Ranggan coalfield and 6 in the Central Provinces. The value of coal cutting machines in the mining of coal is now fully recognised, and during the year machines were in stalled in nine additional coal mines, although the depression in the coal trade led to the withdrawal, perhaps temporarily, of machines from six nines. There are now several mines from which the greater part of the output is obtained by means of coal entiting mechines.

In Appendix I Tibles 6, 7 and 8, statistics are given of the electrical plant in use at mines in the various provinces of British India and in certain mine fields

At the present time a considerable proportion of the electrical apparatus in use in safety lamp mines is not of "certified" flame proof design it is perhaps not generally known that since 1922 the electrical staff in the University of Sheffield lins in collaboration with British manufacturers of electrical plunts, been testing electrical apparatus for flame-proofness, as defined by the British lugimeering Standards Association It is desirable that in future only electrical apparatus that has been certified as having successfully withstood a flame-proof test should be installed in Indian nuises where there is now risk of inflummable gas

During the year 1.762.498 lb of gunpowder, 269,742 lb of high explosives and 73 556 lb of "permitted" explosives were used at coal mines under the Act

These figures compare with 1.783,756, lb of gun powder 339 142 lb of high explosives and 54 972 lb of "permitted" 'ryplosives used in 1925

In Appendix I, Table 9, particulars are given of the number of methonical ventilators in use in coal mines under the Act Sixty-six mechanical ventilators were in use in 1925, as compared with 63 in 1925

In Appendix 1, lable 10, particulars are given of the number of safety lamps in use in 1926, as compared with 11,901 in 1925. At a mine in the Tharraco difield electric safety lamps have been used throughout for some years and have given satisfaction. In Assum coal mines the use of electric safety lamps is being minessed and cap electric lamps are being used experimentally in the "equatings" or "chimbers".

Trus Orr

The production of iron or was 100 363 tons, as compared with 5.29, 376 tons in 1925, the increase leng 11 11 per cent. These figures, however do not include the greater portion of the iron ore used at the Laushedpur steel works, the supplies of which are obtained from mines in an Indian State which do not come under the operation of the Indian Mines Act.

MANGANESI OFF

There was onco again an increase (20.66 per cent) in the output of man, are the figures being \$57,099 tons as conjected with 710 417 tons in 1925. I creigh competition and industrial intrest alread scriously affected the market and process fell from an average of 164d per unit fold. Calcutti or Bond is in 1925 to an average of 13d during 1926. So i freights remained at done the same level as during the preceding year i.e. about 18s, per ton.

The greater part of the ore mined is obtained from open workings, which are usually on hills ridges of sufficient height to provide free drainage. At fair names, however a partition of the output is obtained from underground workings, and at one of these mines the time is not far distant when the whole of the output will be obtained from underground workings.

LEAD-SHAFF OFFS

The output of lead silver ares from the Bawdain mine in the Northern states Burma, was 362,505 tons in 1926, as compared with 321,389 tons in 1925. The increasa was, therefore, 12.79 per cent. There was a production of 67,273 tons of refined lead, 1.057 tons of antimomal lead, and 5,103,646 ounces of refined silver. In addition 11,411 tons of copper matter and 18.831 tons of zine concentrates were produced for shipment. The quantities of materials used for the purposes of fluxes were as follows.

The average prices obtained were Rs 118-1-10 per ton of refined lead and Rs 1-119 per conce of refined silver, in 1925 the prices were Rs 472-9-11 and Rs 1 14-11, respectively.

During the vert the new Circular shaft was equipped with three eages, one of which accommodates 32 persons. The electric winding plant is on the Higner principle and is fitted with over speeding prevention and alternative controlling devices are employed.

Visual as well as audible signals are employed.

The areas affected by the underground fires referred to in previous reports hove been reduced, and the heat is being gradually dissipated by the circulation of large valumes of mr. For this purpose four ventilating fans have been installed on the surface.

Gott

The output of gold increased from 288 ounces in 1925 to 1,053 ounces in 1926. The prospecting operations in the Ghooty taluk of the Anontopur district were continued, and a small stamp full and a cyonide plant were creeted during the year.

I'V AND WOLFRAM ORFS

The output of tin was 2 568 tens, as compared with 2,307 tens in 1925. The continued high price of tin led to an increase in mining activities, especially in the Mirgui district where the ore tends to be more free from wolfram than in the Tavox district. The ancient method of ground-slucing is that usually employed but amongst the larger componies there is on increasing tendency, towards the employment of diredges and monitors. At the majority of mines the production is dependent on roin foll, and many mines are at a stondstill during the dry scoson. Apart from dredges practically no invehiberry is used. At only two mines is underground mining non practised on any considerable scale. Just as in the omica fields thefts of inica toke place so in the tin mining areas tin oro is stolen by unscrupulous persons who take up small areas in the immediate vicinity of lorger concerns with the sole object of stealing one from the latter whilst at the same time moking a pretence of working their own properties. Such persons are well known, but it is a matter of the utmost difficulty to bring them to yustee.

CHROMITE ONE

The output of chromite one was 16 455 tons as compared with 21,236 tons in 1925. The decrease was 22 51 per cent, there was a decrease of 24 per cent in the previous year.

COPPER ORE

The Indian Copper Corporation, Limited, continued to develop its mises at Mosaboni in the Singhblum district. The ore reserves are said to exceed thalf a milhon tons, and to contain more than 21,000 tons of copper. A suitable site for the erection of a concentrating and smelting plant has been occurred near Ghatsin, B. N. Railway, and it is hoped to commence erection at an early date.

As mentioned in on earlier paragraph 11,441 tons of copper matte were produced in the smelting of lead silver ores in Burmo

ZINC ORE

From the composite ore mined at the Bawdwin mine in the Northern Shan States, Barma 48,834 tons of zinc concentrates were produced for shipment. The production in 1925 was 16,810 tons only. The increase was due to the installation of a selective froth flotation plant which enables a clean zinc concentrate to be produced.

Gins

As the greater part of the allowed workings in the Kutha district of Buraia are now being mixed by tribute workers tightee for the weight of the gens mixed are not now available. The Agent of the Burina Ruby Mixes, Lamited, has reported that the value of the gens handled by the Company during the year 1926 was —

			31.
Puller			107 *
rapplires			3 61 75
4،4 دام			17 7
			1 65 77

The increase in the value of the suppliers found was due to the discovery of a rich pocket at Avanagdwin in the Kathe valley. The actual mining done by the Campany is at present confined to Avanagdwin where the gene bearing with its being dealt with by gravel pumps driven by hydroglettic mover transmitted from Mogel.

Mica

The output of mice was 11,101 at a sampered with to 183 and in 1925. The decrease was 8 to per cent. The reliability of these figures on he gauged from the fact that although the production of mus in the province of Bilar and Oris a us given in the annual returns, was 11,178 and set nearly double that quantity of mice was experied from Calcutta during the year 1926 27, and there was the same distribution in previous years. Mont 85 per cent of the export is in the form of splittings and, therefore, the distributions was to some considerable extent be due to the fact that splittings are often in unifactured from must obtained from waste dumps. There are mine rous dumps of waste mice in the mine fields.

During the very splittings were in greater demand than Block maca and there was a general tendency for prices to fall

RDC1 SAIT

The output of rock salt was 192,801 tons, as compared with 120 3th tons in 199. At the Khewar salt into in the Punjuh a manner salling was severely data geed by subsidences due to the dis-olving of salt from Loneath the foundations. The stability of the main adit was threatened and a diversion had to be made. Measures base been taken to stop the flow of underground unter which has been the cause of the subsidences.

LAMP STONE

The output of limestone increwed from 614,232 tons in 1925 to 827,222 tons in 1926

STONE

From the fifty one stone mines from which figures were obtained 114 573 tons of ignous rock 229 962 tons of unspecified rock 45,289 tons of Interit, 18 502 tons of sandstone and 748,868 tons of gravel were produced

CLAYS.

Crom the twenty-three clay names from which figures were obtained 8,005 tons of fireelry, 15,026 tons of chira thay and 16,458 tons of ordinary clay were produced

Orma Mismos.

There were increases in the production of steatite, asbestos, othre, ky unite and commitme, and decreases in the production of magnetic, bauvite, slate, buryte, apartic, and full r's earth. Small quantities of garnet and crude beryl were produced.

Section III .- Accidents.

During the year 1926 at mines regulated by the Indian Mines Act, 1923, there were 198 fatal accidents, in 2 less than in 1925, and 23 less than the average number in the preceding five years.

These accidents involved the loss of 227 lives, or 6 less than in 1925.

These accidents involved the loss of 227 lives, or 6 less than in 1925 of these persons 190 were unless and 37 females. In one case 4 lives in three cases 1 lives and in sixteen cases 2 lives were lost. There were in addition 507 serious accidents involving injuries to 540 persons.

The proportions of accidents which occurred to males and females underground, in open workings, and on surface during the year were as follows —

	in of fat i	o of a fre killed	No of temas	Pents F 1,000 p emple	rson.	No of arrious	បានថែន	No of fema-	rate po	irjary r 1,000 na em yed.
	dents	KIII+G	killed,	Males	Yemsles	dents	Jured	Jured.	Mal	Fe- m les
Underground .	142	134	23	1 55	091	322	295	50	3 41	1.57
Open sorkings	28	33	2	0 76	0 07	1 70	5.5	22	1 27	0.79
Surface	28	23	6	641	0 32	115	100	18	1 92	098

The causes of the fatal accidents have been classified as follows :-

	•					Number of fatal accinents	Percentage of inta- numier of fatal accidents.
Musa iveuture	_	_			- -	114	L7·58
Fault of deceased					.}	41	2070
Fau't of fellow w rkmen						13	6-7
Fault of subordinate officials]	16	8 06
Fault of mana, ement						12	8 06
Fau'ty material					1	2	1-01
			T	otal		193	100-0

There were no less than eight accidents caused by agintions of firedamp, as compared with only two in the prisons year. In four of these accidents 5 persons were killed and 2 persons were injured, and in the other four accidents 6 persons were injured. One of the agintions was caused by the illegal upening of n safety lamp. In all but one of the minus concerned open lights were being used, but after the accidents safety lamps were introduced. Although in none of these eight cases wis there may considerable loss of life vertil should be running that an appropriation of gas may he the cause of nu underground fire or may initiate an explosion of could dust. Every possible cubic should, therefore, be made to present ignitions of gas. Start discipling combined with a proper observance of the regulations is the means to that end.

There were 101 fatal neardents and 137 serious accidents from falls of roof and sules. The fatal accidents were the same in number as 1925. They were 21 less than in 1924 and 32 less that in 1923. Of the fatal accidents 21 were due to persons having passed through fences with the object of working in prohibited places, and 18 took place in places where pillurs of ceil were being extracted. In tiften cises the accidents would probably have been avoided if the supervision exercised had been better.

There were 16 fatal accidents in shafts, or 11 less than in the previous year. This large reduction is almost entirely due to the fact that three was not a single fatalist caused by persons failing from eages. The hope indexpectation expressed in last years and in riport. The hope indexpectation expressed in last years and in riport. That with the general adoption of rigid edge gutes this class of accident will despite out in years being the facility of the present of an interview of the rigid of the present while in two accidents i mixed by overwinding. It is to ease 16 persons and in the other 12 persons were riding in the edge at the time the death roll might have been years much greater. Two accidents were due to the breaking of winding ropes and one to a mistake made by a person who attempted to work a winding regule during the temporary absence of the engine driver. In attempting to cross the bottom of the shaft one man was struck by the descending eage, whilst another was killed by a piece of coal falling down the shift. In each case a proper pass by road had been provided. There were \$3 serious accidents in shafts.

The number of fatal accidents caused by explosives was 15, or 1 less than in the previous year. Nine of them were due to failure to retire sufficiently far from places where blasting was being done, and five were the result of tampering with mix fired charges of explosives. In two case persons were killed by returning too soon to places in which charges bad hing fire. There were 31 serious accident. In the two previous was there were 14 accidents by which 26 persons were killed by explosives of gunpowder in or about miner's ducllings. Under the new regulations on explosive may be taken into or kept in a dwelling house, and the pre-paration of curtridges from losse gunpowder, the drying of gampowder, and the re-construction of damp curtridges can only be done by approved persons and in approved places. During the var 1926 there was not a single fatal accident due to an explosion of gunpowder in or about numer's dwellings.

There was a regrettable increase in the number of fatal accidents on haulage roads The number was 26, as compared with 15 in 1925 and 20 in 1924. Lour accidents were caused by broken ropes or coupling chains, two were due to persons being min over whilst asleep, one would have been avoided if a runnway point had been provided, and another would not have occurred if the curve on the hadinge road had been so arranged that it was unnecessary to guide the tubs by hand. There were 123 scrions accidents on hanlage roads and 78 of these occurred on translines on which tubs are pushed by hand. Most of these latter were caused by carelessness.

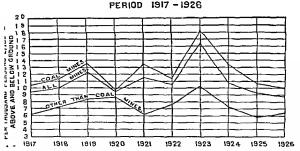
In the single fatal accident due to electricity an assistant electrical engineer was electrocated in a sub-station

Thirts six accidents causing 90 deaths were excluded from the statistics for reasons which are given in Appendix II. In one of these accidents 45 persons were killed by a landdip in a miners' village. In fourteen eves death was due to drowning and in five cases to huming

The death rate per thousand persons employed above and below ground was 0.87, while that of the preceding five years was 1.17. At coal mines only the rates were 1.00 and 1.32, and at mines other than coal mines 0.61 and 0.73. At all mines under the Coal Mines Act in Great Britain during the ten years ending with and including 1925 the average death rate per thousand persons employed was 1.13, as compared with 1.24 for Indian coal mines.

The chart below shows graphically the variations in the death rates during the decade 1917 $26\,$

CHART SHOWING THE DEATH RATE FROM ACCIDENTS DURING THE



THE MICH RATE IN 1823 WAS DUE CHIEFLY TO AN EXPLOSION IN A COAL MINE WHICH CAUSED THE LOSS OF 74 LIVES

The death rate per inilion tons rused at coal mines was 851, while that of the preceding five years was 1271

Deaths occurring in each class of nine were as follows —171 in coal mines, 14 in nine mines, 10 in managanese mines, 10 in silver-lead mines, 5 in tin and wolfram mines, 1 in limestone mines, 4 in stone mines, 3 in 100 mines, 2 in a magnesite mine 2 in class mines, and one each meath and slate mines.

Five persons lost their lives by explosions of gis, 53 lost their lives by falls of roof, 69 by falls of sule, 17 m shafts, 2 by suffocation by gases, 17 by explosives, 26 by haulage, 12 by other accidents underground and 26 on the surface

The number of serious necedents reported was 507, as compared with minds of serious accidents reported hind 292 in 1922. Since 1923 the number of serious accidents reported has incremed by 50 per cent. It was in 1924 that the Workmen's Compensation Act came into force, and there is little room for doubt that the remerkable increase in the number of reported serious necedents has been one effect of the Act. The Chief Medical Officer, Burma Corporation Linuited, has kindly supplied to me figures for the period 1923-26 in respect of injuries to toes and finger-treated at the Corporation's hospital at Namits. These are:—

e corbotation a most	, LLUI	ш	TARRILLE	THESO MIC.
tear				Injuries to tors and fingers treated at the Hurma Corporation Limited's vanta heap tal.
1923				. 9
1024 .				8
1925 to 81st May	•			5
1 125 June to December				20
1926 Jappery to August				33

It is unlikely that this remarkable increase was idue to workmen taking less care because they counted on obtaining compensation in case of accident. It is more reasonable to assume that in the past they did not trouble to seek treatment for minnr injuries and that they do so non with the object of claiming compensation. The influence of the Workmen's Compensation Act in bringing about a reduction in the number of accidents is to some extent discounted by the fact that most of the larger miging firms have insured against the risk. The original rates of insurance at coal mines varied from 21 per cent for non fers inclines to 5 per cent for fiers pits and these bive since been reduced to from 17 per cent to 33 per cent, respectively. In other countries the work of Safety First organi ations has enabled certain mining companies to obtain considerable reductions in the rates of insurance against accidents It may be hoped that in India mines with a good record in respect of accidents will obtain reductions of premit sufficient to induce others to strive for improved records At the larger and the insured mines miners are receiving generous treatment in respect of binefits obtainable under the Workmen's Coopersation Act, but nt certain other mines there have been cases in which the mine nuner has attempted to evade payment In this matter the Mines Department has done all that it can to assist required workmen and dependents to obtain settlements of just claims, and has closely co operated with the Commissioners for Workmen's Compeasition To many cases, however, it has been found impossible to get into touch with the dependents of deceased miners whose homes were

remote from the mines in which they met their deaths. This difficulty would be overcome if mine owners and confractors were required to record the home addresses of all persons employed at a mine.

A list of the fatal accidents appears in Appendix II, Tablo I, where each is described briefly. The details of certain accidents are reported at greater length as follows—

I XPLOSIONS AND ICNITIONS OF FIRE-DAM

The Assam Railreays and Trading Company, I smited's Leilo coul mine

At this mine safet, lamps are used throughout. At the beginning of the shift in miner cirrying a safety lamp entered his working place. It is lamp become extingmished and he cilled out to his mate isking him to come and give him a light. The second numerical the place and opened his safety lamp. An explosion of fire dump occurred, and both the men were severely limint. Both men were experienced miners and hid worked at the colliers for many vers. They must have been fully wante that it was allegal to opin a safety lamp in the mine. At the time of the enquiry it was found that the lamps could be opened easily and with small feir of detection. They were secured by means of a lead rived which was not strapped in the approved manner, but merely turned over at the ends. Proper riveting machines have since been installed, and it is hoped that their use will prevent the occurrence of an accident of this kind.

The Equitable Coal Company, Limited & Bejdih coal mine

This accident occurred in the main intake airway about 200 feet from the downcast shaft. Between this point and the shaft the road passes through three igneous diles. In the workings on the west of, i.e. he youd the dykes fire damp had been found from time to time, but on the east of the dykes none had ever been found. Consequently safety lamps had been used in the workings on the west of the shaft and naked lights on the east of the shaft. The lamp station had formerly been situated about half way between the shaft and the first dyke, but some time prior to the accident it had been moved in-bye to a point close to the third dyke.

At the time of the accident two stone miners using safety lamps, were dressing roof close to the lamp station, whilst at a point only 20 feet nearer the shaft a gang of timbernean, using open lights, was engaged in timbernea the roadway. Daring the temporary absence of one of the stone cutters the other stone cutter called to one of the timbernein to assist him, and the latter did so and held up an open light. The stone cutter levered down a mass of stone, and as the stone fell an accumulation of gas was brought into contact with the open light. Both men were hurnt

The fact that gas could accumulate on a main intake airway close to the downcast shaft was evidence that the mine was not being properly ventilated. After the accident it was found that six working places had been fenced on account of the presence of gas. The Inspector

fire damp not only at the place of accident hat also in three other working places. The manager was prosecuted and convicted for a breach of the rule which requires working places in mines to be kept free from noxious gases by the circulation of an adequate amount of air. After the accident safety lamps were introduced throughout the whole of the workings

TALES OF ROOF

No 8 -The Bengal Coal Company Limited's Chanch coal mine

By this accident two men and three women were killed and one man was seriously injured. It occurred during the night shift in a part of the mine where pillars were being extracted. The scene of the accident is shown in Plan A. In the district of the mine concerned the whole of the labour force, i.e., 33 persons (15 coal entiers, 5 male carriers and 13 female carriers) was engaged in the neighbourhood of a pillar of coal in a seam about 10 feet thick. The pillar mersured 26 feet × 20 feet, and was boing attacled chiefly from the west side, i.e., the side opposite to the goaf, a certain number of persons was said to have been working on the rise side of the pillar, but after the accident there was not much evidence to be seen of work having been done there, a few miners were cutting floor coal behind those working on the west face of the pillar On the day side the pillar had been at some time undercut so as to leave coal and roof stone overlanging to a distance of 5 feet, and this overlang had been supported by four props set in line. Access to this side of the pillar was prevented by m were fence attached to props

The work was supervised by a sirder, but his supervision was not entirely continuous as he had also to look after the workers in two galleries which were being deriven in the same serin at a point about 1,000 feet distant. At ahout 7 AM and towards the end of the night shift the sirder went away to inspect the two distant galleries for the last time during the shift. During his absence a mass of roof stone, 20 feet in length, 5 feet in width and 1 foot thick, fell on the dip side of the pillar, and, as stated above, five persons were killed and one was seriously injuried.

There was a conflict of evidence as to the fenering, but the inspecting officer was satisfied that the dip side of the pillar had heen fenered and that, during the temporary absence of the sirdar, the miners had deli-

herately taken down the fencing and had been cutting and loading coal on the dip side of the pillar at the time when they were killed

One of the lessons to be learnt from this accident is the importance of continuous supervision. Where supervision of the work of extracting pillars is not continuous miners are apt to take advantage of the temporary absence of the sirdar and to cut coul in prohibited places, not only endangering their own lives but also weakening the adjacent pillars to such an extent that systematic extraction is rendered difficult and dangerous. Another point which was considered in this case was whether the number of workers employed in the place was not too great. If the place was not over manned it was certainly fully manned. The danger of over manning is that workers who find themselves crumped for room are apt to pass through fences and work in dangerous places.

TAILS OF SIDE

No C5 -The Karanpura Mica Worls' Bichicay mica mine

This ecident occurred in a quarry which was 48 feet in length, 21 feet in Ireidth and 21 feet in depth. I rom the bottom of the quarry three incline I drives had been extended to a maximum distance of 20 feet (See Plan. B). No solid rock had been encountered and the whole of the exercistions were in soft ground. Notwithstanding this fact the sides of the quarry had not heen sloped stepped or supported. They had, moreover been undercut to a depth of about 6 feet, and it is not supprising that one of the sudes collapsed killing three of the eight men who were working in the bottom of the quarry at the time.

Some of the surviors informed the Inspector who enquired into the circumstaces of the accident that they had drawn the attention of the manager to the unsafe condition of the side but that ha had not allowed them to slope it. They further stated that when they asked for timber to support the underground drives the owner said that he would give them timber when they had found some inter. They further alleged that after the accident the manager discouraged them from attempting the rescue of the hursed men and that they were unable to take out the bodies until the manager had gone away.

Criminal proceedings were instituted against the three owners and the manager Those against the manager failed for want of proof that he was actually the manager The ease against the owners was withdrawn when it was found that they were not the owners at the time of the accident as they had surrendered the lease a fortnight prior to the accident Proceedings were then taken against three other persons, but failed for want of proof that the necused were actually the owners of the mine At the end of his judgment the Magistrate remarked as follows - It is unfortunate that such a serious occurrence in which three men lost their lives on account of the con-observance of the rules on the part of the owners and manager whoever they may be goes al together unpunished Both the trials have proved unsuccessful clear that at the first trial the witnesses were won over to screen the man then on trial and at this trial also the witnesses have been tampered with in the interests of the persons under trial and a serious miscarriage of justice is the necessary result

Vo 84 — Messrs F F Chrestien & Company, I mited s Gobardaha mica mine

This accident occurred in a re opened quarry, 150 feet long, 17 feet wide and 24 feet deep About a month before the accident the manager employed a contractor in prospecting operations in and around the old quarry. As these operations were favourable the manager, in the course of an inspection of the mine on 30th August 'old the contractor to stop all prospecting work and employ the whole of his labourers on making a cutting for a trim line. As however the contractor was paid by the amount of mica obtained he did not commence work on the cutting but continued the prospecting operations. On 3rd September a gene insisting to the manager's instructions. On 7th September a prospecting a subordinate to the general assistant found persons at work in the

fire damp not only at the place of necident but also in three other working places. The manager was prosecuted and convicted for a breach of the rule which requires working places in mines to be kept free from noxious gases by the circulation of an adequate amount of air. After the accident safety lumps were introduced throughout the whole of the workings

TALIS OF ROOF

No 8 -The Bengal Coal Company Limited's Chanch coal mine

By this accident two men and three women were killed and one man was seriously injured. It occurred during the night shift in a part of the mine where pillars were being extracted. The scene of the accident is shown in Plan \(^1\). In the district of the mine cancerned the whole of the labour force, i.e., 33 persons (15 coal cutters, 5 mile carriers and 13 femile carriers) was engaged in the neighbourhood of a pillar of coal in a seam about 10 feet thick. The pillar measured 26 feet \(^2\) 20 feet and was being attacked chiefl from the west side, i.e., the side opposite to the goal a certain number of persons was said to have been working on the rise side of the pillar but after the accident there was not much evidence to be seen of work having been done there, a few miners were cutting floor coal hehind those working on the west face of the pillar On the dip side the pillar had heen at some time inderent sa as to leave coal and roof stone overhanging to a distance of 5 feet and this over hang had heen supported by four props set in line. Access to this side of the pillar was prevented by n were fence attached to props

The work was supervised by a sirdar, but his supervision was not entirely continuous as he had also to look after the workers in two galleries which were heing driven in the same seam at a point about 1,000 feet distant. At about 7 AM and towards the end of the night shift the sirdar went away to inspect the two distant galleries for the list time during the shift. During his absence a mass of roof stone 20 feet in length, 5 feet in width and 1 foot thick, fell on the dip side of the pillar, and, as stated above, five persons were killed and one was seriously injured.

There was a conflict of evidence as to the fencing, but the inspecting officer was satisfied that the dip side of the pillar had been fenced and that, during the temporary absence of the sirdar, the miners had deliberately taken down the fencing and had been cutting and loading coal on the dip side of the pillar at the time when they were killed

One of the lessons to he learnt from this accident is the importance of continuous supervision. Where supervision of the work of extracting pillars is not continuous miners are apt to take advantage of the temporary absence of the sirdar and to cut coal in prohibited places, not only endangering their own lives but also weakening the adjacent pillars to such an extent that systematic extraction is rendered difficult and dringerous. Another point which was considered in this case was whether the number of workers employed in the place was not too great. If the place was not over manned it was certainly fully manned. The danger of over manning is that workers who find themselves cramped for room are apt to pass through fences and work in dangerous places.

TALLS OF SIDE

Te Commer Tie Her & Bill min mine

This contain nothing is not any which we do feet in length 21 feet it come in any 21 feet it death. From all holiton of the court fines in the mounts in how exhall to a maximize it deather of 20 feet. On Plan T. Ne so it on like the empirity of in the whole it is enter in the same in any problem. Now I simplify the whole it is entertained sent in the limit and on the interest in the same in the mounts of the entertained sent in the limit is not supposed. The limit is not any since the court is a simply of the limit is not any since the court in the mounts of the mounts of the court in the mounts of the mo

Some a security when ed the Irane in the entired into the cumulations of the number of the manner to the market produce of the children to the market produce of the che but that he had red allowed them to show it. Therefore exceed that when they asked for the best property to unpurposing crosses the countries of that he would give them to the whole are it. I found some that I that he would give them the whole are it. I found some that I then to the alloyed that there the number is manner discouraged them from attempting the versue of the lumped mentages the tree were made to take out the looking much the manner who gives any

Cummel serves are were as weel against the three owners at the manners. These against the manner field by want of proof that he was comilly the manner. The even against the owners was intitled forwarden. The case against the owners was into that the was condent. Proceedings were then taken against three other present the analysis of the large desired the lease a fortinght prior to the analysis. Proceedings were then taken against three other present the falled for want of proof that the accread were actually the owners of the man. At the end of his judgment, the Magnetisto is marked as follows—"It is unfortunate that such a smoot committee in which three men for the lives on account of the ton-obscissment of the titles on the part of a cover and manner whose the times on the part of a cover and manner whose the time and to got the street of the trials have proved manners will it is clear that at the first that the witnesses have been the impured with in the laterests of the persons under trial and a serious missianum, of infinite is the person are result.

No 84 - Wester F F Chrestien a Company, I tented to it mith mica since

This accident occurred in a re-opened quarty, 18th feet long, 15 Lee with an 24 feet deep. Thout a mouth 1 ferr the method in the manning is employed a contractor in prospecting questions in and mound the old quarry. As these operations were favourable the manager, in the contract of an inspection of the mine on 30th August, beld the cuttout to stop all prospecting work and employ the whole of his ladionaries in making a cutting for a tran line. As however, the continue was publish the amount of mea obtained he did not common work on the cutting, but continued the prospecting operations. On 7th September a prospecting instructions. On 7th September a prospecting nesistant the manager's instructions. On 7th September a prospecting nesistant absordants to the general assistant found presents in work in the plantix.

but none engaged in and ing the cutting for the train line. He told the contractor that the place where the accident subsequently occurred was deagerous. A durwan visited the place daily and on the evening of 9th September this man reported to the manager that his orders were not being obeyed, and the imanager told him to stop all work in the mine. On the following day the durwan visited the mine and found the contractor absort. He passed orders to the contractor's sindar, but the work most disregarded them, possibly because it prind them better to extract mice than to do dead work, or because the former was essuer. Just after mid day when some eight persons were at work in the quarry it mass of ground weighing about 20 tons fell from the side and killed three of these men.

The view was taken that the contractor was mainly responsible for the coccurrence Criminal proceedings were instituted against him and he was convicted an sentenced to undergo rigorous imprisonment for six months and also to pay a fine of Rs. 300. Although the contractor was mainly responsible the supervision exercised by the manager and his assistants was by no means extranctory. Under Indian Metolifierous Mines Regulation 43 a competent porson appointed for the purpose by the manager is required to inspect the mine daily. This hod not been done and if it had not been for the fact that the new Regulations had only been in force for two days proceedings would also have been taken against the manager

Under the present system of mining mice in Chota Nagpur small parties of worlinen are allowed to work in ununerous places which are often changed from day to day. The country is wild and jungle covered—much of it being o protected forest. Proper supervision of these numerous potty workings is therefore difficult. The more important mineowhers have realised the advantages of concentrating work and as this practice extends supervision into be expected to improve

Messrs S T Choudhur, & Company's Pandedth coal mine

This accident occurred in a quarry where a scain, 14 feet thick, was being mined A miret was cutting coul in the quarry when his wife and their three children came to the quarry and set down in the shade of the overhanging each of the quarry. Whilst they were exting there a portion of the side of the quarry 10 feet in length x 4 feet in width x 2 feet in thickness fell upon them from a height of 7 feet and killed thom instantly

The Inspector of Mines, No. 1 Order when prassing this quarry about six works before the accident nothered that the sides were in a dangerous condition, and seat a written complaint to the owners. The latter contended that they stopped work in the quarry and fenced it to prevent access. Nevertheless miners worked there and this accident took place. Criminal proceedings were instituted orgainst the owners and the manager and they were convicted and pumpshed.

In the workings of an open execuation it is necessary to remove the overburden sooner or lator and at mines where the owners and the management have a proper respect for human life the overburden is romoved before the underlying mineral is worked. Managers who permit overburden to be underlying mineral is worked on or moved take an

unjustifiable risk not with their own lives but with the lives of others, many of whom have no conception of the danger to which they are exposed.

IN SHAFTS (OVERWINDING).

No 106 -The Burral ur Coal Company, Limited & Saltore coal nane.

Saltore No. 3 shaft is 16 feet in diameter and tota feet deep, and the cages installed for winding purposes are 5 feet 3 indies long and 3 feet 6 inches wide. The maximum number of persons allowed to travel in a cage at one time is 8, and a notice to that effect was duly posted at the top of the shaft. The winding engine is coupled directly to the drum and safety looks are fitted to the eages. The distance between the detaching plate in the headgear and the detaching hook when the cage is at the top of the skuff is 18 feet.

At about 4-30 r v on 4th March, whilst sixteen persons were being lowered in the cage, an overwind took place and the de-ceading cage struck the landing platform at the bottom of the shaft with such violence that all the occupants of the cage were injured more or less seriously, and one of them died a few days later. The detaching hook earns into oction and the empty cage at the top of the shaft was suspended in the headers, although one of the bridle chains was broken by the stroin coused

by the sudden arrest of the falling enge

The winding engineman stated that after the cage hod trovelled about moethird of the distance he shut off steam and attempted to centrol the engine hy means of the reversing lever. He did not reclise that when steam was completed, thut off the reversing of the engine could have no-breaking effect. When he realised his mistake he put on the foot broke, but too late to prevent an overwind. This man was not one of the regular drivers but had been employed on the engine as a cleaner and learner for about three mooths. A week before the accident the monnager examined him ond, being satisfied that he was competent, outhorised him to drive the winding engine. He was not, however, employed regularly os a driver, but only as a relief, and at the time of the occident he bad rehead the regular driver during the latter's meal hour. It was considered that the accident was due to an error of judgment rather than negligence.

There was, however, no excuse for the banksman who allowed double the authorised number of persons to travel on the cage. Criminal proceedings were instituted against him and he was coovicted and puoished.

Winding engines installed at deep shafts are usually provided with safety apparatus designed to prevent accidents of this Lind. After the accident an overwinding prevention device was ottached to the winding engine at Saltore No. 3 shaft

IN SHATS (THINGS FALLING DOWN THE SHAFT).

No 116-The Equitable Coal Company, Limited's Bezdih coal mine

Four persons were heing lowered in o case in a shaft, about 1,000 feet deep. At the same time a loaded tub was being raised in the other cage. Owing to the fact that the loaded tub was not properly secured in the

cage at fell out of the ascending eage and upon the descending eage, and the four occupants of the latter were seriously injured, one of them died shortly after

The immediate cause of the accident was failure to secure the loaded thin in the ascending eage, and this had came about hecause the cage had been lifted from the hottom in the shift before the tub had been properly secured within it. A gomesta had brought to the top of the shaft four persons whom he wished in send junderground as soon as possible. The hanksman, therefire, signalled in the bottom of the shaft that men were waiting to descend. At the bottom of the shaft, however, the onsetter did not signal for the eage to be lifted because a tub had become derailed and was jammed partly in and partly out of the eage. The banksman repeated his signal and receiving no reply assumed that the onsetter was either asleep in had left his post. He, therefore signalled to the engineman first the cage to be raised from the bottom of the shaft although he had not received a signal permitting the cage to be raised. That he did so was due to his heing intimidated by the gomesta.

In the interests of discipline the management instituted proceedings against the gonosta and the banksman Six months later and after numerous adjournments of the case the magistrate acquitted both the accused on the grounds that there was no conclusive evidence that the gomosta had unduly interfered with the banksman or that the hanksman had signalled for the cage to be moved before he had obtained from below a proper signal. The case is illustrative of the difficulties experienced by mine managers in India of hringing home to offenders the legal consequences of breaches of the mining regulations.

SUFFOCATION BY GASES

No 122 -The Assam Railways and Trading Company Limited s Tikak coal mine

At this mine thick coal seams, inclined at an angle of 40°, are worked The hilly character of the surface has enabled exploitation to be effected by means of adits and cross measure drifts
modification of the pillar and stall method. In the Top district of the mine two large pillars (shown batched on Plan C) in a seam 20 feet thick, had been extrected and arrangements were being made for extract ing two other adjacent pillars. On the dip side of the district a large area had already heen depullared and was known to be on fire, it was The new area of working had also shown signs of beating up and was sealed off by dams A to G Shortly afterwards fire stink was detected close to the new series of dams and two additional dams were built at K and M. No further evidence of fire stink was obtained until about 6 AM on the morning of the 25th I ebruary when Kristo Kamar, the head sirdar of the district, was making his daily examination found fire stinl in the vicinity of dams K M G F and E and reported the matter to Mr Pearson, assistant foreman, who in turn informed Mr Murphy, the manager During the day a number of men supervised by the manager and the assistant foreman were engaged in plastering the dams so as to render them air tight At about mid day Mr Pearson was overcome by carbon monoxide gas and several of the workmen were also affected to a considerable extent Thereafter the work during the day was carried on under the supervision of the manager and Mr Mellor, an

assistant foreman from another part of the num. The manager left the mine at about 5 r m. At about 6 r m. Mr. Mellor and practically all the workmen begin to feel 111 and it was accided to withdraw from the mine

At about 3 a m on the following day two resistant foremen accompined by about forty workmen entered the mine and proceeded to the five area. The building of n new dain it II was commenced, and a coal cutter, named Onkar Nno was detailed to cut a place for another dam at the point markel O on the plan. Other workmen were employed in plastering the old dam. Onkar Nno had not been working long when he complained of licadache and was told to go and rest in fresh air at the top of No 3 brake. It is not clear whether he did this, but if he did he must have afterwards come brak to the foot of No 4 brake, for it was there he was found later on by the rescue party. About 4 a m tho manager arrived with some brick layers. About 4 30 a m tho manage and the two assistant foremen collapsed almost without warning, and apparently about the same time practically all the workmen became affected and were readered helpless.

Blikham Sirdar, a tub filling contractor in the mine, who had also been on duty in the fire area during in largo part of the previous day, arrived shortly after the managed hid entered the mine. When he reached the top of No 3 brake he heard groaning and shouting. He went in nearly to the bottom of No 4 brale and brought out Notabar mistry and two other men. He then decaded it was necessary to get more help and weat out of the mine. On the way he met two workmen Badlu and Lalu Chamar a vid told them not to go heyond the top of No 3 brake until he returned some distance further out he met Kristo Kamar, the bend sirdar who was also coming into the mine. He told Kristo Kamar to go in qui kiy taking Badlu Teli and Lalu Chamar with him and do what be could until be himself came with assistance. On reaching the entrance of the mine he met Britu Musalman the head chowkidar and the latter went round the coolse lines roused the occupants from sleep and collected about 20 persons. Thea Bhikban sirdar accompanied. by these men went into the mine for the purpose of rescue

Meanwhile Kristo Kamar accompanied by the two men already mentioned had gone to the level leading to No 4 brake where they found assisting foreman Mellor unconscious They carried him to fresh air at a point shown on the plan just beyond the top of No 2 hrake They then rescued in succession the manager assistant foreman Pearson and six men all of whom were unconscious By that time Kristo Kamar and his assistants were nearly exhausted. Fortunately at that moment Bhikham sirdar with his rescue gang arrived and continued the rescue operations They carried out over 30 persons bringing them all to the place already mentioned The last man to be rescued was Onkar Nao who was lying unconscious at the bottom of No 4 brake Everyone then proceeded out of the mine Most of the persons affected had to he helped out and some had to be carried out. Amongst the latter was assistant foreman Pearson who did not recover consciousness until he found himself in his bungalow Onkar Nao did not recover consciousness although artificial respiration was tried for a considerable time The Chief Medical Officer certified that he had died of poisoning by carbon monoxide gas

From the record of events already described it will be seen that Bhikham sirdar was the first to grasp the seriousness of the postion.

When he realised the condution of things in the fire area he decided with commendable segacity and promptitude that the first thing to do was to obtain assistance. This decision was a wise one, because if he had attempted to continue the work of rescue without sufficient assistance it is practically certain that he could not have brought out more than a few and in that case the number of deaths might have been considerable. He also showed sound judgment in asking Kristo Kaman to start rescue work while he kinnelf praceeded to organize another rescue party.

Bhikham and Kristo were experienced mining men who were fully acquainted with the deadly nature of the gases escaping from underground fires. They entered an atmosphere containing a dangerous percentag helpers brought out about forty of whom were in an unconsci daager zone, along readways approximately 41 feet high, into fresh air and subsequently out of the mine, travelling to a total distance of 1,800 feet to the mine entrance. A large part of the distance travelled was on level ground, but about 350 feet of it consisted of roadways inclined at an angle of 40° by which mogress must have been difficult and slow. These two men were faced with a position requiring an immediate decision and a high standard of courage at a time when all the superiar officials of the colliery were incapacitated and when the delay invalved in sending and waiting for help from neighbouring collieries would have greatly increased the gravity of the situation Both of them, however, had no hesitation in deciding what should be done, and the manner in which they behaved was worthy of the highest traditions of the mining profession. The facts in this case were reported by the Government of India to the Home Office, and His Majesty the King Emperor was graciously pleased to award King Edward med ils (in bronze) to Bhikham sirdur and Kristo

Reviewing the sequence of events the Inspector who enquired into the concumstances of this accident concluded that the manager had entirely failed to realise the serious character of the work which was being done, and showed regrettable ineptness and incapacity in carrying out that work. His imital mistake was failure to secure proper ventilation. there was no one working in the other districts of the mine he should have shut off most of the air from those districts and so increased the ventilation at the scene of aperations. He should further have stationed a man at the separation door west of the top of No. I brake so as to ensure that the door was kept closed to prevent the air current passing direct into the return airway. He should have warned the fan attendants that the speed of the fan must on no account be allowed to dropas there was reason to believe it frequently did in the early morning Knowing that two of the men and several workmen had been overcome by gas on the previous day, he should have informed the Mino Superintendent and asked for assistance from the staff of one of the other collieries controlled by that official.

Kamar

Another precaution which was neglected was the use of small birds on other animals as indicators of the presence of carbon monoxide gas. This gas is extremely poisonous. It is said that one-tenth of one per cent in an atmosphere of air will produce a comatose state in about 20 minutes. It is difficult to detect; a safety lamp gives no indication

whatever and will continue to hurn well in an atmosphere containing a percentage of earlien manazide which produces unconsciousness in a few minutes Owing to the misidious nature of the gas, therefore, it is advisable for workings who may have to cuter or remain in an atmosphere suspected of containing carbon monoxide to take with them a care or cages containing small birds or other warm blooded animals. These creatures, owing to their having a much more higher rate of respiration than human beings are much more quickly affected by the gas, and if n watch is kept on their behaviour n worning may be obtained in suffiejent time for workmen to escape into fresh mr. At this group of colliries in As an it was not customary to use this means of protection when dealing with underground fires. The test however is viluable one and under the new regulations, it is now computery to leep at every mine where an underground fire has occurred small birds of intee con tintly is idable for the purpose of testing for carbon monoxide

No 123 -The Legas Radicaus and Trading Company Limited s Ledo East conl mine

Mr W Il Taylor who lost his life in this case was a Bachelor of Science and held a British Coal Mine Manngers' Certificates of Compe tence He has been in India for n few months only and was assistant manager of the colliers. In the course of his duties he went into the workings of a coal seam 5 feet thick, inclined at an angle exceeding '0°. carring with him an electric lamp and an ordinary safety lamp. On entering a level off n rise gallers his oil lamp went out and, switching on his electric lamp, he told the coal cutter working there to come out as the place was given He then returned to the level below and, presumably under the mistiken impression that persons were working there and in danger entered a parallel rise gallers where some hours later his dead lody was found in a sitting position. The electric lump which he had carried was still burning. The gallery was a dead-end 92 feet in length the greater part of which was filled with black damp of so poisonous a character that the Mine Superin tendent who afterwards hieraffied it for a few seconds only suffered from a severe headache and partial incapacity to move. The air current passing round the workings was small but considered to be sufficient and no gas had been detected at the time—a few hours before the accident- when the statutors daily examination was made. It was conjectured that the gas had come through the strata from a lower seam, 20 feet thick in which there hid been a fire caused by spontaneous com bustion liter this occurrence norkmen employed in adjacent galleries were provided with mice in cages as it dicators of the condition of the atmosphere

This sad accident is a warning of the risk incurred by a person who traverses the workings of a mine without a lamp which will give warning of the presence of irrespirable gas

T TI LOSIVES

Mestre Ile Will din Stre Company's Maungdaung stone

Stone mire came within the scope of the Indian Mines Act in July 1924, and the respective of these mines which have since been made has

disclosed the fact that in many immes of this class explosives are handled and used without proper care. It is not surprising, therefore, that accordents are not infrequent

On this occasion the charges in four out of twelve shot holes had failed to explode, and the shot firer after waiting about 20 minutes returned to the mine and proceeded to remove the detonators and fuse by scraping out the tamping from the misfired holes. He dealt with two of the holes and was busy with the third when one of the miners joined him and commenced to deal with the fourth hole. An explosion occur red and the miner was seriously injured.

The accident revealed an extraordinary lack of common sense and a deplorable ignorance of the danger attached to the improper use of explosives \(\) is it occurred before the Indian Metalliferous Mines Regulations 1926 had been made no legal action could be taken \(\) After the accident a better system of handling and using explosives was introduced at the much

FIGURE

The Range quage Coal Association I muted . Austore coal mine

At this colliery two accidents due to defects in twin core titalling the attached to cool entring in chines occurred within a fortinght. The system of supply is direct current at 250 volts with carthed negative

In the first case a coal cutting machine was being lowered from its trolley under its own power and the truling cable was resting on the floor when a first occurred burning the legs of a man who was holding the calle. The Electric Inspector of Mines reported that the damaged cable had as many as seven joints in a length of about 50 feet, and that these joints had been repaired with rubber and cetton tape. He considered that the large number of joints lent colour to the supposition that the cable frequently became jamined owing to the circlessness of the operators. He further considered it possible that when the machine was being lowered the trolley moved beckward and damaged the cable, or that the insulating tape on one of the joints had perished so that the exposed conductors short circuited and fisched.

In the second case a coal cutting machine was being fitted from one gallery to another when a man who was holding the trailing cable so as to prevent it from heing dringed by the machine was burnt on the chest and hands by a first. In this case the Electric Inspector found seven joints repaired with rubber and cotton type in a cable about 250 feet in length. He considered that the cable was in such a condition that its use underground slould have been discontinued long before the accident occurred.

Accidents of this lind would not occur if repairs to trailing cables were unde in a periminent fashion and properly vulcanised. The Electric Inspector is now requiring all defects in truling cables to be properly repaired in strict compliance with the requirements of Rule 98 (7) of the Indian Electricity Rules, 1922

MISCELLANGUS ON SUPPLIE

The Burma Corporation Limited's Bawdiein lead silver mine

At 6 r.y. on 6th August 1926 a landslip occurred in Woller Gorge. mear Theor Camp, Bawdwin mine, which carried away several inhabited houses and caused fatal injuries to forty five persons

Waller Gorge is a narrow valley the sides of which rise steenly at angles of from 30 to 40°. The floor of the valley varies from 100 to 200 feet in width, and is occupied by a miners' village known of Tiger Camp At one point -and this was where the landship occurred—tho slope is centler and here buts had been built not only on the floor of the valley but al o for some distance up the foce of the slope

The following are quotations from a report kindly submitted by Dr Coggin Brown Superintendent, Geological Survey of India, with the permission of the Director -

"Ouartz tes shales and slates of various kinds are the prevailing rock types with the former predominating in the vicinity of Tiger Camp Hereahouts owing to their proximity to the great overthrust fault of Brandaun the quartrites, alreads well jointed rocks, are often broken un into small cleavage fragments. The joint planes themselves ore usually curved and marked with slickensided grooves as though laterol sheoring movements had produced them Characteristic too are the crinkled or wavy surfaces of the stratification planes seen when these are sufficiently well exposed-another indication of the efforts of the rocks to occommodate themselves to the severe strain they have undergone

The face of the steen westerly slope of Waller Gorge, wherever the angle is not too high, is covered with a varying thickness of light sandy soil, literally full of fragments of quartizite-none of which ottain ony great size When the high dip is taken into consideration it is remorkable that these occumulations of debris the result of the oction of the weother on the rocks themselves can remain for long in the positions they occupy, for there is little cohesion in the moterial itself. The surface coverior of grass and vegetation doubtless octs as a protective agency in this respect

The rainfall throughout Burma in August 1926 was phenomenal and unprecedented Great breaches were made in all the railways and for some weeks the capital was soluted from the rest of the province Bawdwin area shared in this down pour like most of the other regions On the 14th 15th and 16th of August a total of 81 inches fell at the mine-a record in its history After careful examination of the site I have come to the conclusion that water was the chief source of the disaster which may be described as a true soil cap slip possibly commencing as a creen—the usual sequence of events in movements of this kind It is necessary to distinguish carefully between such soil cap slips and true rock slides There was no movement of the underlying rock on this occasion

Considering the scrious loss of life which took place, the dimensions of the slip are small It was probably not more than 100 to 120 feet wide It appears to have started from a height of about 300 feet and the depth of the earth displaced has been estimated by the Inspector of Mines who reported on the occident a few days after its occurrence at only 3 or 4 feet. Many larger slips than this sear the hill sides in other directions. The remains of former ones are common in the Nam Pane Yun and probably in most of the other valleys of Eastern Tawn peng

Weathered took debris such as I have described—anartzite fragments loosely held together in a sandy matrix absorbs rain water exceedingly easily No chemical action of any consequence takes place, there is no change of volume accompanied by decrease in specific gravity and capan sion of the mass. The water, or nt any rate the greater part of it re mains in the decomposed layer and flowing along between its lower sur face and the underlying quartrites finally issues as springs at the bottom as actually described by eye witnesses in this case. The presence of large volumes of water in such material males it more mobile the springs commence to crode the toe' the co efficient of friction which has hitherto held the stuff in place is reduced until finally, to use a colloquial phrase it is a case of touch and go A heavier burst of run then comes along and completes the cycle The action of gravity is made manifest and the whole sodden mass slips down the slope gathering velocity as it does so until like the flood from a breached dam it sweeps all hefore its path In this particular accident about 150 feet of inilway line with sleepers complete were carried away and seem to have exerted a plough lile action as they travelled down to the dwellings helow, accentuating of course the general destruction Such is my in terpretation of the events which culminated in this calamity It should be stated that as a general rule the dips are all inwards towards

the valley and that they vary from about 450 to 750

Hill sides formed by steep dip slopes and covered with porous soil caps cannot be regarded as stable in rainy weather in this region At the best of times they are insecure during torieutial rains they become dangerous particularly if a stream is eroding the foot of the slope hills around Bawdwin are undergoing active denudation. They are changing their shapes and contours as quickly as natural agencies can accelerate the process. The unfortunate accident at Waller Gorge was hut a small incident in the host of similar events many on a much larger seale

Dramage is of course generally sugge ted as the nurveral panacea for the treatment of cases of this land. In any opinion local conditions are such at Waller Gorge as to render this impossible All I can sug gest is that dwellings which are in perilons situations should be removed to safer locations. It is unlikely that the present slip will extend During the next monsoon a certain amount of loose material will be washed down to the north the ground is safer by leason of its lower in climation To the south a solid rock toe' is exposed for some little distance down the (railway) line As a precautionary measure I recom mend the removal of the two banacls which at present occupy sites near the southern lower edge of the slip

The victims in this accident numbered 76 of whom 45 were found dead 8 received injuries and 23 slight injuries. Immediately after the occurrence of the disaster was made I nown re one work was commenced, hut was rendered difficult by the fact that darl ness was coming on seriously injured were all extricated from the ruins of their houses and medical and promptly administered Betore rescue worl was dis

continued on the night of the 16th it was ascertained that there were ac more living victims. I or the next few days the work of recovering and disposing of the bodies was carried on meessantly Most of the ground was sluted into the river, a method which very materially ac celerated the work The Junior Inspector of Mines who was present on the day following the needent was very much impressed by the offi count manner in which the task was tackled

Section IV -Prosecutions and additions to the Act

Prosecutions

Judgment was given in the following prosecutions during the year Unless otherwise stated "general rule" means a rule under Govern ment of Iadia Notification No 864-68 20 dated the 10th March 1904. being rules for the working of coal mines

The owners of Bhaha Taran Choudhury and Satya Taran Choudhury and Company's Pandedili collieries were prosecuted under section 15 of the Act read with general Rule 47 for not appointing qualified managers The first recused was fined Rs 5 and the second was discharged with a waining Later in the year the owner and manager of Satya Taran Chandhury nad Company's Paudedih collicry were prosecuted under general Rule 3 and Rule 15. for failure to secure the entrance of and to fence one of the quarries, and under general Rule 50 read with section 15 (1) and (2) of the Act, for failure to appoint a temporary manager in the emergent absence of the permanent manager They were convicted and fined Rs 200 each

The manager of the Raneegunge Coal Association, Limited's Al kusa South colliery was prosecuted under general Rule 13 (c) for allow ing an iron or steel tamping rod to he used in blasting operations. The necused plended guilty and a fine of Rs 25 v as imposed

The managing director and the contractor of the Jharin Fire Bricks and Pottery Works Tatchpur colliery were prosecuted under general Rule 3 read with section 16 (1) of the Act for failing to make and keep secure the side of a working place as the result of which two persons were killed The accused were convicted and fined Rs 200 and Rs 100. respectively, hut on appeal the convictions were set aside and the accused requitted

The owners and manager of B R P & Company's New Pandedih colliery were prosecuted for failing to provide one of the inclines of the colliery with a second outlet as required by general Rule 1 They pleaded guilty and were fined Rs 30 each

The agent of Srimati N M Dassi's South Damagurria colliery was prosecuted under Rule 17 of the rules made by the Local Government for failing to fence undermined land which was liable to subside. The proceedings were dropped as the accused could not be traced

The owners (two) the agent nad the manager of the Suitable Coal Company's Graeshgan colliery were prosecuted under general Rule 3 for failure to keep the sides of a quarry secure and thereby causing n fatal necident One of the owners and the manager were fixed Rs 200 each

The owner of Madhoram Hardeodass' Siduli colliers was prosecuted under section 15 of the Act, read with general Rule 47, for failure to appoint a qualified manager He was fined Rs 5

The owners (three) and the manager and assistant manager of the Karanpura Mica Works' Bichway mica mine were prosecuted uader Rules 17, 18 and 19 of the rules for mich mines for failure to I cen the sides of worling places scenre, as a result of which three persons lost The manager was discharged and the others were acquitted

The owners (four) and the manager of R G Sarkar and Brothers' Hirakun colliers were pro ecuted under general Rules 3 9 and 19 for fulure (a) o leep the roof and sides of travelling roads and working places secure (b) to leep n correct plan of the worlings of the mine and (c) to leep the inclines properly fenced One of the owners who was also the manager was fined Rs 700, but, on appeal, the fine was reduced to Rs 200

The assistant manager and the overman of the Damagurria Coal Company's Damagurin colliers were prosecuted for failing to leep the sides of travelling roads and working places secure They were acquit ted as it was not proved that the place of accident was a travelling road or working place

The owner of Suresh Chandra Chattern's Ghusick and Muslia Srikristopur collieries was prosecuted under section to of the Act, read with general Rule 47 for failure to appoint a qualified manager however he tendered a satisfactory explanation of the delay in comply ing with the requirements of the rule the case against him was withdrawn

The owner of the Dakhineswar Coal Company e Egarcoor colliery was prosecuted under Rule 18 of the rules made by the I ocal Government for failure to cause the top of an abandoned shaft to be fenced by a structure of a permanent character A fine of Rs 15 was imposed

For contravention of the same rule the owner of the Ashima Coal Company's 1 garcoor colliery and the owner of the Egarcoor Coal Asso ciation's Ega coor colliers were prosecuted and fined Rs 15 and Rs 20, respectively

The manager of the Equitable Coal Company, Limited's Beidih colli ery was prosecuted under general Rule 14 and Special Rule 26, for fail ing (a) to ventilate a mine adequately, and (b) to see that sufficient materials and appliances were kept in stock for the proper carrying out of needful operations He was fined Rs 20

The owners (four) and the manager of Baijnath Ramkumar Mar wari's Central Kenda colliers were prosecuted as follows -

- (a) the owners under section 15 of the Act, for failure to appoint
- a qualified manager, (b) the owners and manager under general Rule 3 for failure to
- make and keep secure the sides of travelling roads, (c) the owners and manager, under general Rule 19, for fulure to feuce properly the tops of the shifts and inclines, and
- (d) the manager, under general Rule 47, for acting as manager without having the prescribed qualifications

Two of the owners were discharged as they were misors, and the other two were fined Rs 75 and Rs 20, respectively The manager was held to have committed a technical offence only and was fixed Re 1 only

The owner of Ramrikh Das Marwari's Ghatchora colliery was prosecuted under section 15 of the Act for failure to appoint a qualified

manager A fine of Rs IO was imposed

A miner of the Rancegunge Cnal Association, Limited's, Kustore South colliery was prosecuted under Special Rules 84. 85 and 86 for firing a shot when he was not an nuthorised shot-firer, and thus causing

slight injuries to an overman. He was fined Rs 50

The contractor of 1 I Chrestien & Company Limited's Gobardaha mica mine, who was regarded as the nwner within the meaning of section 3 (a) of the Indian Mines Act. 1923, was prosecuted under Rule 15 of the rules made by the Local Government for failure to make safe or keen securely fenced a working place of the mine, as the result of which an accident occurred involving the death of three persons. He was sentenced to rigorous imprisonment for six months and to pay a fine of Rs 300 An appeal was preferred begainst this sentence but it was hazztmath

The owner agent and manager of Kaluram Agarwalla's Konda colliers were prosecuted (a) under Cual Mines Regulation 139 for failure to fence the entrances of places in the mine which were not in actual use or course of working ar extension, (b) under Coal Mines Regulation 141 for failure to fence exposed and daugerous parts of the winding engine, and (c) under Rule 9 of the rules made by the Local Government for fulure to keep a register of all the persons employed in the mine in the prescribed form. The owner and agent were fined Rs 15 each, and the manager was fined Rs 30

The manager of Lintons Angarpathra Colliery Limited's Linton-Angarpathra colliery was prosecuted under Coal Mines Regulation 13 for failure to submit within the prescribed time notice of a serious accident As lowever it was held that there was no intention to suppress the facts he was fined Rs 5 only.

The owner of Pandit Gain Chand's Gandhala colliery was prosecuted under section 35 (e) of the Act for making a false report of the recovery of a person injured in the mine A fine of Rs 250 was imposed.

The owners (two) and the manager of Osman Musti Khan and Zari Khan's Taungzun stone mine were prosecuted under Metalliferous Mines Regulation 40 for failure to remove over burden in a quarry suffi-ciently far from the edge to prevent danger. Proceedings against the owners were dropped and the manager was fined Rs 300

The following prosecutions were instituted under Rule 12 of Government of India Notification No 864 68 20, dated 10th March 1904, for failure to sucunit plans of abandoned or discontinued workings of mines and so violating Rule 12 -

(a) 'Il e owner of Bireswar Coal Company's Mouthdih colliery vas fined Rs 30

(b) One of the four owners of Tularam Nathuram and Company's Barari Joyrampur colliers was fined Rs 25

(c) Proceedings against the owners of Keshavlul Pranjivan Bayas' Mandra colliers, Jagannath Bayas' North Mandra ('olhery, Srimati Nikunja Mani Dasi's South Damagurria colliery and R Bazuj's Alkusi colliery were dropped as the accused could not be traced

Thirty prosecutions were instituted for failure to submit annual returns within the prescribed date. In twenty three cases fines aggregating Rs 512 were imposed. Seven cases were withdrawn

Information was received of the following prosecutions instituted by colliery officials against subordinates —

The manager of the Khas Jharia Colliery Company's Khas Jharia Colliery pro ecuted a minet under Special Rule 3 for firing a shot withopen permission and causing the death of another minet. He was fined Rs 20.

The manager of Messrs Steel Brothers' Mawson mine prosecuted two shot filers for negligence in blasting operations which caused an accident. They were convicted and fined Rs. 20 each

The manager of the Bura Dhemo Coal Company, Lamited's Burra Dhemo colliery prosecuted three miners under Special Rule 14 for travel ling in the mine with only one lamp They were fined Rs 10 each

The manager of P E Guzdar and Company's Kajora colliery prosecuted a locomotive driven under Special Rules 5, 93 and 95 for driving an engine in a rash and negligent manner, and causing serious injury to a workman The driver was fined Rs 29

At the instance of the Agent of the East Indian Coal Company, Limited a fitter at Baiari colliers was presented under section 338 Indian Penal Code for diving a winding engine without authority and causing serious injury to persons A fine of Rs 50 was imposed

The manager of Mahaiaia M C Nandi's South East Burahom colliery prosecuted an engine driver under Special Rules 4 and 62, and a freman under Special Rules 4 5 and 15. In the absence of the engine driver, an unauthorised person suspected to be the fireman attempted to raise a hucle tru a shaff, but lowered it instead, causing it to collide with a ladder and to throw out its occupant who was killed. The engine driver was sentenced to 21 days rigorous imprisonment, the fireman absconded

The unnages of the Jainty West Colliery, Limited's Jainty West colliery prosecuted a trollymin and fireman under section 287, Indian Penal Code the former for working an engine when he was not authorised to do so and the latter for abetting him. An accident involving serious injury to a workman resulted. The trolleyman was sentenced to four months' rigorous impresonment, the fireman was acquited.

At the instance of the manager of the Aldih Coal Company Limited's Aldih colliery a sirdar was presecuted under Special Rules 3, 5, 7, 15 and 21 for breaking down the feneng around an area of workings declared to be dangerous and allowing miners to work therein A fine of Rs 30 was imposed

The manager of the New Barabom Coal Concern's New Barabom colliery prosecuted a miner under Special Rules 7, 15 and 21, for going into an area fenced off as dangerous in company with another who was killed by a fall of coal The accused was nequitted The manager of the Standard Caul Campany, Limited's Benahir colhery prosecuted a shot firer under Special Rule 4 for deputing another person to perform his duties with the result that a fatal accident occurred A fine of Rs 25 was impased

The manager of the Ilurrikur Caul Company Tamited's Saltone colliery prosecuted a hanksman for allowing more than the authorised number of persons to ride in a care in contravention of Special Rule 70. The banksman was food Re. 75.

At the instruce of the manager of the Central Provinces Managness Ore Company, Limited's Balaghat manganess mine a miner was prosecuted under Special Rule 16 for drilling in an old shot hole, and was fined Rs 16

At the instance of the Agent, Katris Therriah Coal Company, Limited's Sihpur colliery an engine driver and his son were prosecuted, the former under Special Rule 60, and the latter under section 447, Indian Penal Code, for causing an overwind by which three persons were injured. The accused were fined Rs 5 each

The Superintendent Amalgamated Coelfields Limited's Jatachappa colliery prosecuted a miner under special Rules 7 and 21 for entering a fenced gallery. The case was dismissed as the prosecution contited to prove that the Special Rules had been established at the mase.

The manager of Khengarji Trikkoo & Company's Khas Joyrampur colliery prosecuted a miner under Coal Mines Regulations 146 and 148 for entering an abandoned portion of a mine where his wife met with a fittal accident. The accused absented

The manager of the Barsdeopur Coal Company, Limited's Baasdeo pur colliery prosecuted three miners, under Coal Miaes Regulation 144, for failure to carry out orders Proceedings were dropped as the accused obscorded.

The Deputy Commissioner Balaghat, after consulting the Department of Mines prosecuted under Special Rule 48 A two blasting mates of the Turody Manganese Ore Company Limited's Tirody manganese mine for neglect which resulted in a miner heing natured by drilling into a hole in which there was a charge of explosive which had missfired The mates were fined 18.30 each.

ADMITIANS TO THE ACT

Under section 29 of the Indian Mines Act, 1923, regulations applying to coal mines and to metalliferous mines respectively, were made and published by the Government of India, Department of Industries and Labour in Notification Nos V—1055 (1) and (2), dited 7th and 8th September 1926, respectively Capies may be obtained from the Oovernment of India Central Publication Branch 8, Hastings Street, Calcutta

Under section 30 of the Act the Gavernments of Bengal and Bihar and Orissa amended the rules applying to call mines The amendments are precisely similar and were published in Government of Bengal Notification No 5836 Com dided 31st August 1926 and Government of Bihar and Orissa Notification No 533 VIII M 17 Com R dated 2nd October 1926 Copies may be obtained from the Bengal Secretariat Book Depot, Calcutta and from the Superintendent, Government Printage, Patin

In exercise of the powers conferred by section 18 of the Act the Government of Bombay in Notification No 5267 24. dated 1st April 1926, was pleased to direct that the provisions of that section sholl apply to the manganese mines in the southern division of the Bomhay Presidency In Notification No 382, dated 7th December 1925, the Government of Madras declared that section 18 shall apply to all mines in which explosives are habituelly used

Under Notification No M 10ol, dated 23rd December 1926, and in supersession of the previous notifications the Government of India, in the Department of Industries and Labour, published a new schedule of mines exempted wholly or partially from the operation of the Indian Mines Act 1923 This notification is reproduced in Appendix IV

The particular attention of mine owners and managers is invited to the following -

Coal Mines Regulations 4 and 6 - Notices of the opening and reopening of mines should be sent in duplicate to the District Magistrate

Coal Mines Regulation 17 and Metalliferous Mines Regulation 18 -Plans of abundoned workings should show the workings up to the time of the abandonment Pailure to observe this requirement may cause arruptions of water and loss of life in the future

Coal Mines Regulation 58 -With effect from 1st October 1927 de taching hooks will be required of all shafts exceeding 150 feet in depth The space between the detaching book and the detaching plate when the cope is of the normal position at the top of the chaft chould not be less thon 6 feet where o geared engine is used and not less than 12 feet

where a direct octing engine is used ing should be made within a distance of 25 feet of the boundary claimed by the owner of the odjacent name until such time as a binding agreement has been reoched oe to the correct houndary or the question has been finally determined by a Court of law Large sums of money and large quantities of coal hove been wasted ond the safety of future mining operations is menaced by neglect to settle boundary disputes

Coal Mines Regulation 144 and Metalliferous Mines Regulation 90 -The latter parts of these regulations are intended to apply only to cases in which a man leaves work without permission in the course of his shift It would be unreasonable to apply them in cases where a workman being dissatisfied leaves his employment without giving due notice The remedy is then in the Civil courts

Under section 26 of the Act no child may be employed in a mine or be allowed to he present in any part of a mine which is below ground, It is suggested that mine owners instruct their managers not to employ persons who may readily be mistalen to he under the age of 13 years If a reasonable margin of error is allowed cases of dispute with officers

of the Mines Department will be avoided

Section V —General Remarks

II L The Viceroy Visits the Coalfields On 9th December when IIIs Excellency the Viceroy opened the Judian Solcol of Mines at Dhanbad opportunity was taken to visit the Jharn confield Accompanied by Her Excellency Lody Irwin and Sir Bhupendra Nath Mitra, Hon'lle Member, Department of Industries and Labour, the underground workings of Pure Jharn Collery and the manufacture of cole and hie products at the Barni cole factory were seen. It the Last Indian Coal Company, Lamited's Kendwadih power station representatives of the coal industry were introduced. A visit was paid to a mine in which an outbreak of fire was in process of being brought under control.

Enward Mingle for Bravers in Mines

At Government House \agpur on 22nd July 1926, Ilis Excellency the Viceroy presented Ldward medils (in bronze) to Messrs J Kipling, J Johnston and Nann Khan for the brave deed performed by them at Mohpam Colliery, as related on page 39 of last year s annual report

It is pleasing to record yet another example of the bravery of the Indian miner. In February 1926 an underground fire occurred in Assam at the Tilak Colliery owned by the Assam Railways and Trading Company, Limited. Whilst efforts were being made to isolate the fire by means of stoppings a party of some forty persons—including three Luropeans of whom one was the manager—was overcome by exhon monoxide gas and would have perished but for the gallantry and resource displayed by Blukham Sirdar a tub filling contractor and Kristo Kamar, a bend sirdar. These two men organised in rescue party and in the face of grave difficulties were successful in removing from the danger zone all of those who had been incapacitated, and with such promptitude that only ooo life was lost. The manner in which they behaved was worthy of the highest traditions of the mining profession, and His Majesty the King Limperor was graciously pleased to award the "Edward Medal" (in bronze) to both of the men.

HEALTH AND SANITATION

The Asansol Mines Board of Health held ten ordinary and six special meetings during the year Dr J W Tomb, the Chief Sanitary Officer of the Board reported that there were 991 cases of cholera with 570 deaths and 1,737 cases of small pox with 196 deaths during the year, as compared with 194 cases of cholera with 89 deaths and 662 cases of small pox with 83 deaths during the previous year. He adds that the cause of the increase in the incidence of both cholera and small pox is unknown. While cholera was epidemic the Board's staff carried out the various routine measures of disinfection and administered the Psentials C. C.

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held in check by the vaccination and revoccination of a large number (94,919) of the total inhalitants of the Settlement (population 329 35 t). The general health of the Settlement was good, the death rate heing 19 0 per thousand and the infantile mortality rate 136 5

The Jharia Mines Board of Health held thirteen ordinary and six special meetings during the year. Dr. G. W. Thompson was the Medical Officer of Health throughout the year. Within the Settlement there were 691 cases of suspected cholera which resulted in 163 deaths, as compared with 952 cases and 364 deaths during the previous year. The

total deaths from cholero on collieries amounted to 37 only as against 104 in the preceding year. There were 1,174 cases of suspected smoll pox which resulted in 70 deaths, as against 717 cases with 54 deaths in the previous year. The death rate was 17 02 per thousand ond the birth rote 35 50 per thousand as against 18 77 and 33 64 per thousand, respectively, during the previous year. In the Board's laboratory 928 samples of food were analysed and 526 samples were found to be more resulterated. Prosecutions were instituted in the worst cases.

At the end of the year water from the Topchanchi reservoir was available for all collectes in the Jharia coalfield. In the water supply area there are 253 collectes with an estimated population of 121,000 persons, and of these 97 collectes and 78 000 persons were heing supplied with water. Woter was also heing supplied to the principal bazars whose combined estimated population is 15 000 persons. The collectes not yet connected to the unter supply system are small concerns the owners of which, owing to the depressed condition of the coal trade hove not heen oble to afford the cost of distribution pipes.

Statistics of rainfall in the eastern coalfields have been recorded as follows -

	1476	192	
Jha ia Co Ifield—			
Je ig ra	53 01	43-07	
Topch nel : reservo r .	58 83	63 84	
Ranigany Coalfeld-			
k ltı	53 88	18 06	
Giridih Coalfeld-			
Gur d .	46 71	32 94	

AMBULANCE WORK IN THE COALFIELDS

Classes in first aid to the injured were held at five centres in the Jarin Coalfields 121 students attended and 91 St John Amhulance Association First Aid Certificates were inwarded. The lecturers were Dr J S Bradford, S Biswas N P Roy, K L Maximidar and J B Maximidar. The examinations were conducted by Lt Col K H Price, I M S (retired) and Dr L G deRosario. In the latter part of the year when the new mines regulations came into force and candidates for coal mine managers' certificates were required to hold an ambulance certificate many new classes were formed.

Similar classes were held at eighteen centres in the Raniganj coal field 462 persons attended the classes 449 were examined and 428 obtuned certificates. Lectures were given and candidates were examined by Drs. P. C. Biswas S. N. Majhi, J. K. Bose, B. Sen Gupta Nurull Huq. U. P. Chatterji, Nurulatta P. N. Sar. S. P. Chatterji, and N. Clowdhury. The thauls of the coal mining community are due both to lecturers and examiners.

MINING LOUGHTION

The India School of Mines at Dhanbad was formally opened by the Eveellency the Vicercy on the 9th December 1926 in the presence of a large and representative gathering of prominent mining eigineers and educationists. The buildings creeted include residential accommodation for 150 students. The first session of the School commenced oo list November 1926—151 candidates sat in the entrance examination, and from these 50 were selected for admission. On assembly the students went in to camp in the Jharia Coalfield, where surveying and drawing were taught and mining and geological excursions nere carried out immediately after the formal opening ecremony work was commenced in the class rooms and laboratories of the School. Mr. Charles Forester was appointed as Professor of Chemistry and Assaying and Mr. Porbes W. Sharpley as Professor of Mechanical and Plectrical Engineering. Dr. B. B. Banerjee has appointed as lecturer in Physics and Multiplication.

The Principal of the Bengal Engineering College has reported that in the examination for the Diploma in the principles of miniog held in March 1926 seventeen students appeared and sixteen were granted diplomas. In the Junior course fourteen of the sixteen students enrolled qualified for promotion to the Senior course. Nincteen students entered the preliminary or preparatory class and six were promoted. The annual mining cump was pitched in November December 1926 at Bhowra Colliery in the Jahria Coalfield. The usual courses of practical work were undertaled and visits of inspection were paid to various plants and applicates of technical interest in the vicinity. The total number of students in cump was 21 including one special survey student.

The three year courses of instruction were continued at the lecture centres at Ramganj and Sitarampur in the Ramganj Coalfield and ILaria and Sijua in the Jharia Coalfield In the Ramganj Coalfield the teaching staff was Mr L Millar, assisted by Bahus Nirmal Chandra Sarkar and Dehendra Nath Sarkar In the Jharra Coalfield Mr Griffith Jones was assisted by Bahus N N Sen and B K Palit Mr Griffith Jones was on leave from April to November 1926 and Messrs James McCrae and Charles Heath were appointed as temporary part time lecturers at the Sijua and Jharia centres respectively, and were on duty from 1st August to 15th November 1926 The number of studeots co rolled was 189 of whom 78 attended the sessional examinations and 25 passed the annual examination Messrs II C Read and W Kirhy were the examiners Courses of ten lectures in Hindi to overmen and sirdars were delivered at five centres in the Jharia Coalfield and in one centre in the Mugina section of the Bengal Coalfield A total of 579 students attended the lectures The lecturess were Bahus P K Chakraharti, M. B. Roy, A. C. Banerjee and S. N. Bose Similar lectures in Beogali were delivered at six centres in the Ranigaoj Coalfield, and 273 studeots attended The lecturers were Babus Jadu Gopal Banerjee and Durga Pada Naug Special demonstrations 10 gas testing were given in the vernacular by the joining lecturers at the Jharia and Sitarampur centres Students' hostels have been built at Sijua and Jharia for the necommodation of students employed at collieries where living accomnodation for them is not available

In the Peach Valley Coalfield in the Central Provinces the average attendance at the mining classes during the session 1926 27 was seven. Ten students were enrolled and two passed the final examination beld at the end of the previous session Mr G O Burgoyne was the lecturer in mining

MINING AND GEOLOGICAL INSTITUTE OF INDIA

The total membership, including subscribers, of the Mining and Geological Institute of India at the close of the year was 341. In addition to the annual meeting two ordinary general meetings were held for the reading and discussion of papers. An illustrated lantern lecture on "An Lugineer's impression of the Pannan Canal" was delivered by Mr G V Hobson at both Asansol and Calcutta. A visit was paid to the Calcutta Pottery Worls, and there were excursions to the Jamshedpur Steel Worls in the Singhhbum district, owned by Messrs. The Tata Iron and Steel Company, Limited, and to the Ninga shaft sinlings near Kalipahari in the Raniganj Coalfield owned by Messrs. The Lodna Collery Company, Lamited.

Three parts of the Transactions were published, and the Government prize for the best paper recepted for publication during the year was awarded to Mr G V Hobson for bis paper on "Sand Supply in the Damodar River" The Institute gold medal was not awarded, the silver medal was awarded to Mr Hobson for his above mentioned paper, and the bronze medal jointly to Dr L Dudley Stamp and Mr H L Chibber for their paper on "The Igneous and Associated Rocks of the Kabwet Area of Upper Burma"

Messrs E H Roberton and J Thomas continued to act as the representatives of the Institute on the Governing Body of the Indian School of Mines and the Coal Dust Committee, respectively

THE ASSOCIATION OF COLLIERY MANAGERS IN INDIA AND THE INDIAN MINE MANAGERS' ASSOCIATION.

During the year the chief subjects dealt with by the Association of Colhery Managers in India were —(a) proposed amendment of the definition of persons employed in a confidential capacity within the meaning of Section 24 of the Indian Mines Act, (b) the interpretation of Section 25 of the Indian Mines Act and of Coal Mines Regulations Nos 58 and 89, (c) deductions from wages of payments in respect of fines, (d) precautions to prevent thefts of explosives, (e) the proportions of compensation payable under the Workmen's Compensation Act to dependents of a workman accidentally killed in mines On 15th March 1926 the members puid a visit to Messis The Tata Iron and Steel Company, Limited's Jamadoba Colhery

The membership of the Indian Mine Miningers' Association increased from 34 to 103. The business transacted during the year included (a) monthly meetings of the Railways and Collieries Advisory Committee for the discussion of coal traffic problems, (b) sub-committee meetings to advise means of bettering the conditions of service in mines and eliminating unemployment among managers, (c) representations to the Local Government for the preparation of an electoral roll for colliery

managers, and pointing out the claims of the Association to representation on various local bodies in the coalfields, (d) consideration of a circular issued by a district officer on the subject of chowkidats at magazines for the storage of explosives, and (e) revision of the supplementary loading instructions for coal wagons issued by the Last Indian Ruilway.

MINING BOARDS IN BLIGAL, BIHAR AND ORISSA AND THE CENTPAL PROVINCES

The Bengal Muung Bourd dil not meet during the year Among the subjects dealt with by correspondence were (a) rules under section 112 of the Coal Grading Bourd \(\text{te} \) to 1925 (b) rules for assessments under the Bengal Mining Settlements Act, 1912. (c) amendments of the regulations for the prevention and control of cholera in the Assusol Mining Settlement, (d) amendments to the rules for Coal Mines made under section 30 of the Indian Mines Act, 1923. (c) amendments to the Workmen's Compensation Rules 1924 The non official members of the Board were Messers P S Keelan, C I E, H M Iarlton, Babu Bhudeb Prissanna Mukherjee and Mi N N Mukherjee M L C

The non official members of the Bihar and Orissa Mining Board were Messrs R G M Bathgrite and A L Opha No meetings were held, the business being delit with hy correspondence

The non official members of the Central Provinces Mining Board were Messrs L H Bartlett, R S Davies and Rai Sahib Mathura Prasad The mintters referred to the Board were dealt with hy correspondence, and no meetings were held

COAL DUST COMMITTEE

The Committee appointed by the Government of India to investigate the dangers arising from coal dust in Indian minnes continued to carry out experiments both in the steel tube at Dhanbad and in the nbindoned coil mine at Godbur Jiaria Coalfield kindly placed at their disposal by Messrs S B Raba and Sone

The future programme includes —(1) Experimental ignitions of Indian coal dusts by other agencies than explosives, (2) The determination of the proportion of meombustible material in Indian coal dusts which will prevent in ignition, and (3) An investigation into the relative friability of Indian coals This latter investigation has been undertaken by the staff of the Indian School of Mines, and has already been commenced.

The preparation and carrying out of tests have been done under the personal direction of Dr D Penman, the Secretary of the Committee, who continues to display keenness and special aptitude for this class of work

BOARD OF EXAMINERS

Seven meetings of the Board of Examiners were held during the year The non official members were Messrs J B Wardlaw and J Mackre The examiners for the first class examination for coal mine managers certificates were Messrs A Farquhar and C E Ashcroft, and for the second class examination Messrs R Fernwick, D A Archibald, J H Fullwood and Babu S M Chatterjee Dr D Penmau and Mr J H Lang, Inspectors of Mines in India, acted as examiners and secretary and assistant secretary, respectively

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Six first class coal name managers certificates of competency were granted in lieu of British certificates of the same class. At the examinations for coal name managers certificates of competency held at Dhanbad in Tebrury, 108 candidates set for first class and 384 for second class certificates. Eight first class and fourteen second class certificates were granted.

One thousand four hundred and eighty one persons attended examinations for coal mine siridars' certificates of competency and 1,264 certificates were granted. Out of 557 holders of siridars' certificates examined in gas testing 299 were successful, and their certificates were duly endorsed to that effect.

Official Dutils, 1926

Mr R R Simpson was Chief Inspector of Mines He was on leave from 9th April to 10th October

Dr D Penman was Inspector of Mines without circle He officiat ed as Chief Inspector of Mines from 9th April to 10th October when he left the department and resumed his original appointment as Principal of the Indian School of Mines During the six years of his temporary attachment to the Mines Department Dr Penman has displayed conspicuous alulity and commendable energy he will be greatly missed by his colleagues.

Mi J H lang was Inspector of Mines No 2 Circle throughout the year

Vi W Kirbs was Inspector of Vines No 1 Circle throughout the

yer

Mr N Barraclough was Junior Inspector of Mines up to 17th December He was promoted to the appointment of Inspector of Mines

without circle with effect from 18th December

Mr H M Mitra was Electric Inspector of Mines He was on leave

from 23rd March to 2nd May

Mr G S Cameron was Junior Inspector of Mines throughout the

year
Mr N G Chatterjee was Junior Inspector of Mines He was grant

Mr N G Chatterjee was Junior Inspector of Mines He was grant ed leave from 4th June to 13th November He resumed his duties on the 19th November

 $\operatorname{Mr}\ J\ F\ \operatorname{Waters}\ \operatorname{was}\ J\operatorname{umor}\ \operatorname{Inspector}\ \operatorname{of}\ \operatorname{Mines}\ \operatorname{throughout}\ \operatorname{the}\ \operatorname{verr}$

Mr H K Chatterjee was Junior Inspector of Mines He was on leave from 22nd October to 26th October and from 10th November to 7th December

During the year 1,180 mines were inspected. Practically all import ant mines were inspected and many of them several times 2 321 separate inspections were made. Inquiries were held in the case of 1 cirly all the fatal accidents and certain of the serious accidents. All complaints of breaches of rules were missingated. As in other years several inspections were made on the invistation of mine owners superintendents or managers anxious for consultation and advice on safety matters.

for and on account of the future regulation and management of the aff ins of the Caroatic, and in the name and on the helalf of the Nawah Wollau Jah aforenamed, solemnly agree to all the conditions expressed in the preceding replies of the Governor General and Conneil to the annexed corresponding propositions made by Syed Assam Cawn Bahadoor, on the helalf of the Nawah Wollau Jah aforesaid, and do bind him the said Nawah Wollau Jah and do declare him to be hound to the performance of every thing required to be performed by him in the said replies in the same manoner and as fully as if he himself had been present at the execution of this deed and had signed the same, regarding the same in the light of a Treaty executed in the usual form.

In witness whereof we have hereunto set our names ond seals to this deed, and have caused it to be written on a paper to which the Nawab Wollau Jah bimself hath with his own band affixed his scal in our presence as a confirmation of his concurrence in whatsover agreement should be written upon it hy us, and of the sanction of his futli pledged for every ohligation expressed and implied by it

We, the Goveract General and Conneil of Bengril, do in the name and on the hehalf of the East India Company agree to all the conditions as they are expressed in the above replies made by us to the annexed and corresponding propositions of Syed Assam Cawn Bahadoor, and do solemily lund omneives and all the other representatives of the Company to the exact and faithful performance of the same, so far os they are expressed or can be understood to be hading on our parts regarding it in the same light as a Treaty executed in the usual form

No IV.

Sunnud from the Nawab Mahomed Ali for the transfer of the revenues of the Carnalic to the British Government, dated 2nd December 1781.

This paper is to have all the force and validity of a Sinnud, and no other instrument is necessary between His Highness the Nawab and the Governor, on behalf of the Company

11 11 21 and 11 reders or amildars to h

settle with them for rent 'I

the Governor shall settle wi

revenue of the Highness's exchanger in similar circumstances. The orders which the Highness will give seal in the state the revenue. Orders relative to the revenue shall proceed from Lord Macartoey alone. Orders from His Highness and from this Lord hip to be communicated to each other. His Highness will give near lowless to be amildars who will be appointed by the

Governor, with the addition of a clause declaring that nll moneys are to be paid to the orders of the Governor only. The Governor onliges himself to pay to His Highness the sixth part of the revenue from time to time as the same shall he received by the Governor, and to pay it agreeably to His Highness's orders here or in the respective contines where the same shall be collected, as His Highness shall please to direct. The remaining five parts of the net receipt of the revenue shall be placed to His Highness's credit with the Company. The Governor to furnish receipts to His Highness from time to time for the sums that shall be received on His Highness's account

His Highoes declares that during the period now agreed upon of five years he will not remove or dismess any renter without the knowledge and consent of the Governor. His Highness also empowers the Governor to regulate and receive all peshcush and all other reveous of the Carnatic allowance to he made only by the Governor for the amount of His Highness's Summids for giving peshcush for one or two years, granted before the second day of April last. All new Suonuds to polygars to be given by His Highness and not by the Governor. Such revenues to be so regulated as not to be inferior to the net receipts in similar circumstances. The Governor to pay one-sixth part also of such peshcush and other revenue to His Highness, the remainder to be placed to his credit, as in the case of the mount of rent.

Lord Macartney will please to act conformally to this paper, which is signed and scaled in duplicate, both by His Highness and the Governor, and reciprocally delivered to each other.

Madras, December 2nd, 1781

A true copy of the translation from the Persian original, signed by Lord Macartney.

(Sd) J. HUDLESTON,
Secretary

No. V.

PRELIMINARY TREATY with the NAWAB MAHOMED ALI, 1785.

PRELIMINARY ARTICLES OF AGREEMENT to be entered into between
HIS HIGHNESS the NAWAB OF the CARNATIC and the GOV-ERNMENT OF FORT ST. GEORGE, previous to the surrender of
the Assignment, June 1785

ARTICLE 1.

His Highness the Newab agrees to pay his proportion of the current charges, as etipulated by the Company, to be finally settled by Treaty between

His Highness the Nawab and the Governor and Council of Madias, agreeably to the late orders of the Company, dated the 9th December 1784 Until the exact proport in can be ascertimed His Highness consents to consider it at four lakes of Pagodas per annum.

ARTICLE 2

His Highness the Nawah will likewise pay twelve hi hs of Priodas per annum on account of his debts to the Company and private creditors, until those debts are discharged.

ARTICLE S

Under the two foregoing Articles, His Highness will pay sixteen lakes of Pagodas per annum to the Company, who are to be answerable to the private creditors for the proportion allotted to them, according to the payments that shall be made

ARTICLE 4

His Highness agrees to give the same security for the above twelve labbs of Pagodrs per summ as is required of him by the Company for his proportion of the current charges

ARTICLE 5

In case of any failure in the payment of the kist when it becomes due, or within twenty days afterwards, it is hereby simulated that the Company may possess themselves of certain districts hereafter mentioned to double the amount of the balance due by the Nawah at the time. When the Company find it expectent, under the conditions agreed on, to have recourse to this security, application must be made to His Highness the Nawah, who will inform the amildar of antidates of the amount of the Company's claim. The Company may exercise all necessary authority for collecting the revenues, but are not to disturb the Nawah's government by turning out the amildars or sheristidars. The Company's people employed in those districts are to give regular receipts for the moneys they shall receive, and when the full amount for which such district or districts stood answerable shall have been pried to the Company, their power will of course namediately cease, and the Nawah's authority be restored as fully as over any other part of the Carnalous.

Asticle 6

Should any cause of complant area sganast the amildres of the districts so made ever to the Company, it must be represented to His Highness the Nawab, who will give them satisfaction upon the subject, even to the dismissing the unildars and appointing others in their stead, if it should be necessary.

ARTICLE 7

It has already been stated that when a kist, or any part of it that is due, shall remain unpaid more than twenty days, the Company may resort to

the security given to them, but as, from the nature of revenue collections, the full produce of the country to make good the last list cannot be received until the beginning of the following year, the Nawab requires two months for completing what may remain due of the last list, to the amount of two likbs of Pagodas Should the halance exceed that sum, two months after the kist shall have become due, the Compiny may take possession of the management, as before mentioned in the lifth Article of this Agreement

ADDICE S.

His Highness the Nawab, taking notice of the particular stress the Company lay on the security to be required for the punctual payment of his share of the current charges, and heng sensible of how much importunce it is that the military expenses should be regularly provided for, His Highness agrees that the amount of his shares of the current charges shall be exclusively paid with the first kist, and as much of the second kist as may be necessary to make up the four lakins of Pagodas. The remaining part of the second that and the whole of the third kist, amounting to twelve lakins of Pagodas, will be appropriated in discharge of His Highness's debt to the Company and 1s private creditors

ARTICLE 9

The whole sum of sixteen lakks of Pagodas is to be paid in the manner following -

It was submitted and known to His Highness the Nawah that the

on the conditions of the Company's cowle

AI TICLE 10

The following districts are to be answerable to the Company in case of failure of payment -

- 1 The district of Irwatorr with the villages of Tummanoor
- 2 The district of Ellengad, &c., consisting of twelve Magana
- 3 The district of Usspoor with the villages of Coonammead.
- 4. The perguenah of Tendawannam
- 5 The pergunnah of the Cushah of Veerdaoor, including nine mehals, and Termadee and Veedvor and Veeramuunee and the talooka of Choshwattee
- The pergunnah Besipoor, reciuding the pergunnahs of Terwamsloor, Teera'oor, Terman Aellore, Serrapalism, and Terwam Aellore.
- 7. The villages of Arcot and Aralwadie.

- 8 The pergunnah of Weerdachal, Gograpoor, Woolumgaul, and Sememmorht e
 9 The pergunnah of Ealwanasoor
- 10 The pergunnah of Kulcoershee
- 11 The jaghire of the fort of Pramedaguddah as d the talooks of Shunkropoor
- 12 The pergunnah of the Cusbs of Nusreelguddah
- 13 The villages of Pumatoor
- 14 The talooka of Cunanore
- 15 The pergunnah of the Haveslu of Temamel, including the villages of Cullespauk,
- 16 The villages of Advormingal.
- 17 The pergunnah of Paloor, &c
- 18 The pergonnah of Changour
- 19 The pergunnah of Telgoody, &c
 - 20 The perguunah of Demarpank
 - 21 The villages of Vellagank
- 22 The v llages of Mundeall
- 23 The talooks of Tunmerie
- 24 The villages of Chuckrangpoor
- 25 The pergunnah of Chelingavaram with Tockolum
- 29 The beignoush of Cuelingsasam mith 10ckolan
- 26. The villages of Chucknamulloor with Nantery
- 27 The talooka of Avalour
- 28 The talooks of Mealcherry
- 29 The talooka of Vanlapundiel
- 30 The pergunnah of Pend e, &c
- 31 The talooka of Weapour
- 32 The villages of Coondapoor and Canverypank
- 33 The pergunnah of Amboor.
- 34. Tulleput and Agraram
- 35 The talcoka of Allesnoor
- 36 Wormors Pollam
- 37 Vallandspoor excepting the jagbire of Runjensgudd

The security for the twelve lakes on the Arcot districts is accepted upon a full conviction that Soucar security is not valid but should the Bengal Government judge that the Soucar security should be taken in preference to it, the Nawab agrees to cancel the security he has already given, and substitute Soucar security in its stead.

ARTICLE 11,

Should there be any essential forlure in the crops, owing to the want of rain or otherwise, it is agreed that a deduction he made, not from the current

charges, but from the twelve labbs stapulated to be paid to the public and private creditors, to the extent of the injury the Company may sustain, as shall be estimated and fixed on by the Governor and Council

ARTICLE 12.

The Company having been pleased to direct that a Treaty he formed with His Highness the Nawih, embracing same essential points, which cannot at present be ascertained, and as it is His Highness's wish that the Treaty, when concluded at Madias, should be rathfied by the Governor-General and Conucul of Bengal, which would take np some time, and consequently prevent the orders of the Company regarding the assignment being carried immediately into effect, the above preliminary Articles of agreement have therefore been entered into between His Highness the Nawah and the Governor and Council which are hereby declared to have all the force of a Treaty: and as to what respects the twelve lakbs of Pagodas to be paid yearly on account af the debt due to the Company and private creditors, as instrument, separate from the Treaty, to the effect above mentioned, shall be excented under the seal and signature of His Highness the Nawab.

ARTICLE 13.

signed and scaled by the respective
1781 will be immediately returned
by restored to the possession af and
full exercise of sovereignty over the Carnatic

Signed by the Nawas, (Sd.) ALEX. DAVIDSON.

June 1785.

No VI.

TREATY with the NAWAB MAHOMED ALI, 1787.





TREATY OF PERFETUAL FRIENDSHIP, ALLIANCE and SECURITY COncluded between the Honorable Major General Sir Archiolid Campbell, Knight of the Bath, President and Governor of Fort St George and the Council thereof, oo the part of the United Company of Merchanes of England trading to the East Indies and His Highless the Nawab Wolau Jan Omdet-ool-Moolk Umeer-ool-Hind Ausuph Dowlah Aneverdeen Khan Bahaddor, Zaiper Jung Sippa Salar, Soubadar of the Carnalic, on behalf of himself, his heirs and successors

The Court of Directors of the Honour dle United last India Company having taken into their

be attrined by improvi

the best suited for settling and arranging, by a just and equitable Treaty, a plan for the future defence and protection of the Carnatic and the Northern Circars on a solid and lasting foundation, have communicated these their sentiments to His Highness the Nawab of the Carnatic, who being fully impressed with the propriety and wisdom of such an arrangement, has for himself, his heirs and successors, adjusted and concluded a solid and permutcut I reaty with the President and Conneil of Fort St George upon the principles and conditions heremafter mentioned , in consequence whereof it is stipulated and agreed that due i rovision shall be made for the military peace establishment, and also that for discharging the expense of war, in the event of war breaking out in the Cainatic or on the coast of Colomandel, certain contributions or proportions of the revenues of the contracting parties shall be united into one common stock to be applied for their mutual security and defence And as it is necessary that the application of the said contributions, both for peace and wai, shall be reposed in the United Company or their representatives, together with the direction of the war, the command of the army, magazines of stores. and provisions (the granaries and present magizines of His Highness the Nawab excepted), with full power to occupy or dismantle such torts as by

them shall be deemed necessary for the general security, the said contracting parties do hereby solemnly engage and agree, for themselves and their eucossors, to and with each other in manner following, that is to say —

ARTICLE 1

The friends and enemies of His Highness the Nawah of the Carnatic and of the English United East India Company shall be considered as the friends and enemies of both

His Highness the Nawab of the Carnatic will contribute towards the military peace establishment, and shall pay into the treasury of the said United Company the annual sum of nine lake of Pagodas, to commence in the Fuslee 1197, corresponding to the 12th July 1787, is his fixed proportion, divided into hists payable at the following periods, that is to say

30th November	•						٠		300000
31st March		•	•	•	٠	•	•	٠	6 00 000
					C	or Pe	endas		9,00,003

ARTICLE S.

That the Honourahle East India Company will, in like manner, contribute, and, with the aid of Tanjore, shall pay and make good such further sums as may be necessary to discharge the expense of the military peace establishment, beyond the said annual contribution of this Highness already mentioned

ARTICLE 4

That for the satisfaction of His Highness the Nawab of the Carnatic, his heirs and successors, the President and Council of Fort St George shall farmsh His Highness annually with in accurate account showing the number of troops maintained and the names and situations of the garrisons supported by the annual contribution, and particularly the troops and garrisons main tained by the nine lakes of Pagodas nanually contributed by His Highness to the green'd defence.

ARTICLE 5

In case of failure in the pinetoal payment of the nine lakhs of Pagodas in Indianal mentioned, to the amount of one lakh of Pagodas in any kest, for the period of one month after the same shall become due, His Highness the Nawah agrees that certain districts specified in the Schedule No. I, bereunto nunciced, shall be made answerable for such failure, and that the Company shall have power to appoint superintendents or receivers to collect and receive from the Nawab's amildars all the rests, revenues, duties, customs, and peshoush of the said districts, and these superintendents or receivers shall exercise all necessary authority for collecting such rents, revenues, &c., giving regular receipts for all the moneys which may be received by the said superintendents, who shall burte full power to inspect and examine all entchery.

receipts and a counts of the lands and districts of resaid, as well as to accertain the state of all other revines which shall be collected annually from existing of from the zemindars or polygars, tributaries to His Highness within the said districts, and when the full amount for which such districts stool nonswerable shall have been paid to the Company, the superintendant or receiver shall be immediately recalled.

ARTICLE 6

At the appointment of the superintendent or receiver, the Nawab will furnish the Company with the obligations the untilders of each district shall have given to the Circar, and if they do not pay the money punctually to the superintendent Governor in (

hy Sunnuds a

St George shall recommend, after taking from them the usual obligations, which shall be delivered to the Company by His Highness

ARTICLE 7.

That the exercise of powers over the said districts and farms, by just to district the conditions mentioned in the fifth and sixth Articles, in case of following the payment of any of the said kists, shall not extend or be construct to extend to deprive His Highests the Nawab of the Carmatic, or his successors, of the civil Government thereof, the credit of his family, or the dignity of his illustrious house, but that the same shall be preserved to him and them inviolate, saving and excepting the powers in the foregoing Articles expressed and mentioned.

ARTICLE 8

That in the event of any war hrealing out in the Cornatie or on the coast of Coromandel, the said United Company will charge themselves will the continuance of such

in the Carnitic and the

every doubt on the part of His Highness of any secretion or diversion of the said revenues from the purpose aforesud, His Highness the Nawab of the Carnatic, in behalf of himself, his heirs and successors, shall have full power and authority during such war to appoint one or more inspectors or accomptants to inspect and examine the cutcherry receipts of all the districts of the Company in the Carnatic and the Northern Circars, as well as the state of all the other revenues collected from the customs, from the zemindars and polygars tributary to the Company.

ARTICLE 9

That in the like event His Highness the Nawab of the Carnatic, after deducting from the whole amount of his revenues 2,13,421 Pagodas annually for jaghires to the family of His Highness, and 21,366 Pagodas annually for charities, shall and will pay into the treasury of the said United Company of such war, to be applied in her representatives shall find

sts, as also for the interests of loromandel, and it is moreover agreed that His Highness's proportion of the debts of the war will heaceforth

he settled at twenty-five fifty-one parts.

ARTICLE 10

For the more effectual security of the payments of four fifths of the revenues of His Highness annually to the military expenses of the war, and to remove every doubt on the part of the Company of any secretion or diversion of the said revenues from the purpose aforesaid, the President and Council of lort St George, in behalf of the Company, shall have full power and authority daring such war to appoint one or more inspectors or accomptants to inspect and examine the cutcherry receipts of all the countries and districts of the Nawab, as well as the state of all the other revenues collected from the , customs and from the zemiadars and polygars tributaries to His Highness, and in case the said four fifths of the revenues or any part thereof are diverted from the discharge of the current expenses of the war or the debts and expeases incurred thereby, the said United Company shall have full power to appoint superiatendents and receivers over the said countries and districts of the Nawab in the manner specified in the 1fth Article of this Treaty respecting the districts mentioned in Schedule No 1, with the same authority and under the like restrictions and conditions expressed in case of failure

Anticia II

That the said annual four-fifths, payable from the revenues of His Highness the Nawab of the Carnatic, shall, after the termination of the war, s and expenses that may be his proportion of twenty-

ASTICLE 12

It is expressly understood and declared that so soon as the expenses incurred by the war are paid off and discharged, the superintendents and receivers shall be immediately recalled, and it is further expressly declared that the eleventh Article shall not have any retrospect to the expenses of any war antecedent to the date of this Treaty.

ARTICLE 13

That after the termination of such war and during the application of the said gross revenues to the debts and expenses thereof, the second, third, fourth, fifth, and sixth Articles of this Treaty shall be and remain dormant and be of no effect, but shall recommence and regain their full force and validity from and immediately after all the debts and expeases of such war have been fully and proportionally paid off and discharged

ARTICLE 14

In ease His Highness shall at any time have occasion for any number of troops for the security and collection of his rerenne, the support of his anthority, or the good order and government of his dominions, the said United Company shall and will furnish a sufficient number of troops for that purpose on a public representation long made by His Highness to the President in Council of Lort St George of the necessity of emilpying such a force and the objects to he attuned thereby. In case of the march of such troops, the additional battn and expenses attending their movements will be innually discharged by His Highness at the end of each year.

ARTICLE 15

Whenever the Company shall enter into any negociations wherein the interests of the Carmatic and its dependences may be conceined, the President in Council of Fort St. George shall communicate the proceedings to His Highness the Nawab of the Carnatic as the firm ally of the Company, and although the direction of the combined force of the country is committed entirely to the Honouruble Company or their representatives it is nevertheless

concerned therein, and the name of His Highness shall be inverted in all Trenties regarding the Carnatie, and His Highness will not enter into any political negociations or controversies with any State or power without the consent or approbation of the President in Council of Fort St George

ARTICLE 16

Nothing in this Treaty contained shall be understood to injure the claim of His Highness the Nawah to the Tanjore country

Anticle 17.

Should there he may essential failure in the crops in the time of peace, owing to the want of raia or any other unforeseen calamity, a deduction shall be made in the Nawab's tarts to the extent of the injury which the revenues may sustuin, as all like estimated and fixed on by the Governor in Council, to whom His Highness grants full power and authority to appoint one or more superintendents and receipts of all the countries

Carnatic for the purpose of

Caroatic for the purpose of 18 to be carried as a charge to the account current of His Highness

ARTICLE 18

It is bereby stipulated that it conditions mentioned in the Articles of agreement between the President in Council of Fort St George and His Highness the Nawab, dated the 25th June 1785, for payment of four lalbs

of Pagodas annually to the Honomable Company, stall be unli and void, the same being comprehended and included in the conditions of the present Treaty

ARTICLE 19

It is further stipulated that the said Articles of agreement, dated the 28th June 1785 is far as relate to the discharge of the debts of His Highness the Nawsh, shall be and continue in full force and virtue

In confirmation of all the Artseles in the preceding Treaty, the President and Council of Part St George, invested with full power on behalf of the India Company, have subscribed and sealed two instruments of the same tenor and date at Port St (*corge on the 24th day of February in the year of the Christian era 1787, and His Highness the Nawab Wollau Jah, for himself, his heirs and successors, bath also subscribed and scaled the same instrument at Chepauk House the 5th day of the moon Jemadee in the year of the Hegria 1201.

(Sd) Archibalb Campbell

- .. ALEXANDER DAVIDSON
 - JAMES HENRY CASAMAJOR
- . John Macpherson
- .. JOHN STABLES
- .. John Chamier, Secretary
- " CHARLES BONNY, Secretary
- " A M CAMPBELL, Secy to Govt

Schedule No 1.

In the annexed Treaty referred to

- 1 The district of Trivatoor with the villages of Tremmanoor
- 2 The district Ellengad &c., consisting of twelve Vagans.
- 3 The district of Uspoor with the villages of Connumead
- 4. The pergunuah of Tindavanam
- 5 The pergunnah of the Cuabah of Verdacor including nine mahala and Tervadee and Verdacor and Verdacor and Verdacor and Verdacor.
- 13 The villages of Permatoor
- 14. The talooks of Canusumre
- . 15 The pergunnah of the Havialee of Ternamel including the villages of Callispank.

16. The villages of Adoormungah.

ARTICLE 14.

T. f number of his authorized United said United

Company shall and will furnish a sufficient number of troops for that purpose on a public representation being made by His Highness to the President in Council of Port St. George of the necessity of employing such a force and the objects to be attained thereby. In case of the march of such troops, the additional batta and expenses intending their movements will be manually discharged by His Highness at the end of each year.

ARTICLE 15.

Whenever the Company shall enter into any negociations wherein the interests of the Carnatio and its dependencies may be concerned, the President in Council of Fort St. George shall communicate the proceedings to His Highness the Nawab of the Carnatio as the firm ally of the Company, and although the direction of the combined force of the country is committed entirely to the Honourable Company or their representatives, it is nevertheless

concerned therein, and the name of His Highness shall be inserted in all Treaties regarding the Carnatic, and His Highness will not enter into any political negociations or contraverses with any State or power without the consent or approbation of the President in Council of Fort St. George.

ARTICLE IS.

Nothing in this Treaty contained shall be understood to injure the claim of His Highness the Nawab to the Tanjore country

ABTICLE 17.

Should there be any essential failure in the errops in the time of peace, owing to the want of rain or any inter unforeseen calamity, a deduction shall be made in the Nawad's kists in the extent of the inputy which the revenues may sustain, as shall be estimated and fixed on by the Governor in Commi, to whom His Highness grants full power and notherity to appoint one or more superintend.

Carnatic for the

is to be carried as a charge to the account correct of His Highness.

ARTICLE 18.

It is bereby stipulated that the conditions mentioned in the Articles of agreement between the President in Council of Fort St. George and His Highness the Nawah, dated the 25th June 1785, for payment of four lallis of Pagodas annually to the Honourable Company, shall be null and void, the same being comprehended and included in the conditions of the present Treaty

ARTICLE 19

It is further stipulated that the said Articles of agreement, dated the 28th June 1785, as far as relate to the discharge of the debts of His Highness the Nawab, shall be and continue in full force and virtue

In confirmation of all the Articles in the preceding Treaty, the President and Council of Fort St George, invested with full power on behalf of the India Company, have subscribed and scaled two instruments of the same tenor and date at Fort St George on the 24th day of February in the year of the Christian era 1787, and His Highness the Nawah Wollau Jah, for himself, his heirs and successors, hath also subscribed and scaled the same instrument at Chepank. House the 5th day of the moon Jemadee in the year of the Hegria 1801

(Sd) Archibaid Campbell,

- " ALEXANDER DAVIDSON
 - JAMES HENRY CASAMAJOR
- .. John Macpherson
 - . JOHN STABLES
- " John Champer, Secretary
- .. CHARLES BONKY, Secretary
- " A M CAMPBELL, Secy to Goot.

Schedulo No 1.

In the annexed Treaty referred to

- 1 The district of Trivatoor with the villages of Tremmanoor
- 2 The district Ellengad &c., consisting of twelve Magana,
- 3 The district of Uspoor with the villages of Conummead
- 4. The pergunnah of Tindavanam
- 5 The pergunnah of the Cushah of Verdaoor including nine mahals and Terradee and Verdaoor and Verramnunee and the talooks of Aboalwallee.
- 13 The villages of Permatoor
- 14. The talooks of Cannavore
- . 15 The pergunnah of the Havialee of Ternamel including the villages of Callispauk.
 - 16. The villages of Adoormungah

- 17 Ti e pergunnah Paloor, &c
- 18 The pergunnah of Chingum
- 19 The pergunnah Talgoody, &c
- 20 The pergupnah of Damarrauk.
- 21 The villages of Villapsuk.
- 22 The villages of Mundial
- 23. The talooks of Ti ameree
- 24 The villages of Chuckranzpoor
- 25 The pergunnah of Cholingavaram with Tuckalum
- 26 The villages of Chickennullar with Manteary
- 27 The talcola Awalcor
- 28 The talooks of Mealcharry
- 29 The talooks of Vantapundoil.
- 30 The pergunnah of Pourda &c.
- 31 The talooks of West onr
- 32 The villages of Coondapoor and Converspanch.
- 33. The pergunnsh of Amboor
- 31. Tulleput and Agraham
- 35 Talook Alleanere
- 36 Warriorepollam.
- 37 Vallicundapoor excepting the jagbire of Rajinguda.
- 38 The district of Sellembar one mahal
- 39 The district of Cartmanaurgoody exclusive of the ja hire, one mai al
- 40 The district of Bhoon at gerry, one mahal
- Al The district of Verdachel &c. five mahale
- 42 The district of Vanelampeat and Feartnaggers, two mshals.
- 43 The district of Pudevesr and Mooleand two mahals
- 44. The district of Noomigad, otherwise called Gingre one mahal

 45. The district of Yeamputtoo and Pullygoondanut, one mal al
- The provinces of Trichinopoly-

nothes of Thentobolt-

Madura, Au, le, and Palnaud

It is stipulated and agreed at the time of executing this Treats that the countries and districts in the above Schedule mentioned shall be answerable for any said Tr

out it they exceed the

amount of the same

(Sd) ARCHIBAID CAMPBELL.

. ALEXANDER DAVIDSON

JAMES HEVRY CASAMAJOR.

No VII.

TRLATY between the Honorable East India Company and the Nawab of Arcot, July 1792.

between the Honorable Whereas a cert- - --English East India Nawah of the Carnatic. bearing date the 24th i of cementing an everlasting friendship with each other, and of contributing mutually towards the defence of the Carnatic and countries dependent thereon, whereby it was stipulated that the said Company should maintain a military force, and that the said Nawab should pay annually a certum sum of money arising from the revenues of the Carnatic, and should furnish sufficient and satisfactory security, under certain conditions expressed in the said engagement, for the regular payment of the sum stipulated to the said Company, and whereas it appears by the representations of the said Nawah, contained in a certain letter addressed by him to the Governor-General, etc., etc., dated the 18th of the month Shawul, 1206 Hegira (corresponding with the 9th June 1792), that the resources of the Carnatic are not competent to enable him to perform the stimulations in the said engagement, and whereas it further appears that the security which the said Nawah agreed in the above mentioned engagement to furnish, for the due payment of the stipulated sum to the said Company, is in its nature inidequate to the end intended, and whereas certain agreements have also been entered into between the said Company and the said Nawah for the discharge of certain debts due by the said Nawab to private persons, it has been mutually agreed, in consequence of the above-written circumstances, 1 + 1 considered by the contract-

in force, and, in lieu thereof. Knight of the Most Noble

Order of the Garter, Governor-General, etc., etc., etc., invested with full powers on the part of the sud Honorable English East India Company to durect and control the affairs of the said Company in the East India; in the name of and for the said Company, their heirs and successors, on one part, and the Nawab Wolau Jah Ummeer-ool Hind Omdet-ool-Mooll. Ansuph-ool-

to the contrary.

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both,

ARTICLE 2

In order to execute the foregoing Article in its full extent the Honor-Nawah

money,

force, the said Nawah further agreeum; that the disposal of the said sum, together with the arrangement and employment of the troops supported by it, shall be left entirely to the said Company

ARTICLE 3

It is hereby also agreed, that for the further security and defence of the contracting parties in the Carnatic, etc., that all forts shall be garrisoned by the troops of the said Company, and in the event of war breaking out in the Carnatic and countries appertan-

paghires belonging to the family of the said Nawab, amounting to Star Pagodas 2,13,911, which, on condition of the good behaviour of the jagbire-dars of the said jaghires, und of their fidelity to the sail Nawab and to the said Company, shall be continued to the m, subject to the pleasure of the sail Nawab only, and except also certain charities, amounting to Star Pagodas 2,366 subject to the same conditions as are mentioned with respect to the jagbires) and shall collect the revenues thereof, the said Company hereby engaging that during such war they will pay to the said Nawab one fifth share of the net revenue arising therefrom, and that at the conclusion of the war the Canatic shall be restored to the said Nawab, except in certain cases which are betradate inchaged

ARTICLE 4

The Nawah Wolau Jah agrees to pay to the said Company, for the pur-

asequence of certain

the Parliament of Great Britain, for the purpose of liquidating certain debits due by the said Nawah, a further sum of 6,21,105 Star Pagodas annually, which further sum of 6 21,105 Star Pagodas shall cease on the full liquidation of the debts above mentioned, and the sam of 9,00,000 of Star Pagodas only shall continue to be paid by the said Nawah to the Company

ARTICLE 5

The said Nawab having agreed to pay the aggregate sum of 15,21,105 Star Pagodas as mentioned in the fourth Article, determines that the tributes or peshcush payable by the polygars, as more priticularly mentioned in the Schedule No 1, hereunto annexed, shall be collected by the said Company, who agree to make the collection thereof at their own expense and risk, and that they will not increase the demand on the said polygars beyond the sum mentioned in the said Schedule, except in the case hereinafter mentioned, nor charge to the said Nawah either the expense attending the collection or any deficiencies that may arise thereon, but will give credit to the said Nawab annually for the aforesaid tributes or peshoush, in part payment of the sum of nine lakks of Star Pagodas abovementioned, without any deduction whatever Although the contracting parties have in the present instrument agreed that the sum of 2,64,704 Star Pagodas 20 Fananas 26 Cash be deducted from the sum of nine lakhs of Pagodas as the amount of the tributes or peshcush from the polygars, yet should it on future enquiry appear that the said polygars ought, by virtue of any existing and lawful engagements, to pay a larger sum, it shall be demanded of them, and any addition that shall thus be made to the sums mentioned in the said Schedule shall be deducted from the sum of nine lakhs, in like manner with the sum of 2,64,704 Star Pagodas 20 Fanams 26 Cash, and a similar deduction shall in consequence be made in the kistbundy hereinafter mentioned It is however mutually agreed that the diminution of this aggregate sum, which shall take place on the full liquidation of the debts, an specified in the fourth Article, shall make no change in this Article, which shall, notwithstanding such diminution, remain in full force

ARTICLE 6.

ag the rights of sovereignty over to the utmost of their power, and utes or pesheush from them, to in customary ceremonies, and in furnishing the polygars to the said Nawab, in customary ceremonies, and in furnishing the polygar peons, according to established custom, for the collection of the revenues, the support of government, and for the protection of the property of the inhilitants of the said Nawab's country, promising that all acts of authority shall be exercised, and all accounts of revenue (of which accounts the said Nawab, if he so wishes, shall be annually furnished with copies) shall bear his, the said Nawab's name. For the better execution of this and the fifth Article, the said Nawab promises to furnish to the said Company, that is to say, to their representatives, the President and Conneil of Fort St George, the necessary orders, under his seal and signature, addressed to each polygir, and to the purport hereof, without delay.

ARTICLE 7.

After deducting from the abovementioned sum of nine lakhs of Star Pagodas, which forms a part of the aggregate sum of 15,21,105 Star Pagodas, muntioned in the fifth Article, the amount of the tributes or peshenah from the fifth Article, the amount of the tributes or peshenah from Star Pagodas 15 Panams 56 Star Pagodas 15 Panams 56 105 Star Pagodas for the pur-

the

pose mentioned in the fourth Article, making the sum of 12,56,400 Star Pagodus 15 Fanams 51 Cish, at the following periods —

:	:	:	:	•	1,00,000		
:	•	•	-			0	0
•							
					1,00 000	0	0
	-				1,00 000	0	0
				٠	1,00 000	0	0
			•	٠	1 50 000	0	0
•					1 50 000	0	0
					2 00 000	0	0
					1 56 100	15	54
		_	5 4 - 7 0 -	Star Dr Jan	Circ Donale		. 1 56 200 15 Star Pagodas . 12 56 400 15

And it is mutually agreed that on the full liquidation of the debts before mentioned, when the parment of the sum of Star Pagodas 6,21,105 shall earse, by virtue of the fourth Article a reduction in equal proportion shall take place in the above instalments

ARTICLE 8

The said Nawab engages to make good to the said Company the payments of the sums, according to the instalments of kistbundy contained in the seventh Article, and if, contray to his succer intentions and exertions, any of the said sums shall not be fully paid at the expiration of fifteen days from the time limited, in that case the said Nawab agrees that the said Company shall assume the management of and make the collection of the revenues from the districts mentioned in the Schedule Nn. 2, hereuntoannexed, according to the following conditions and for this the present engagement shall be considered sufficient authority, the said Company, through their President and Council at Fort 8t Geor, e.g. gring invendants and explicit information, according to the teoor thereof, to the said Nawab, who shall, on the arrival of the Company's officers in the said district, recall all his officers except one in each district, which officers shall remain at the sudder cutcherry, and shall he for a shall be a supported to the said of the

district

First —The said Company shall assume the management of such district statistics, the revenues of which, after deducting the charges of collections, shall equal the amount of the list which shall have fallen in arrear

Second — The said Company agree that a deduction shall take place proportionably from the amount of each of the ten Lists abovementioned, equal to the amount of the net revenue of the district or districts which shall have heen assumed as above, such deduction commencing from the day that the assumption shall take place. It is also mutually agreed that an account, called "Balance Account," shall be immediately opened for this and other purposes hereinafter mentioned, bearing an interest of eight per cent, per annum, hetween the said Nawab and the said Company, in which the said Nawah shall he debited for the balance accrued in his above stipulated payments, and also for the amount deducted, as above, from the ten kists, and shall be credited for the net revenue collected from the said district or distruets, the said Company continuing to exercise authority in, and to make the collections from the same, until, in consequence of the full liquidation of the dehts and diminution of the annual sum to be for that purpose paid by the Nawah to the said Company, according to the fourth Article, the said balance account shall be equal on the debit and credit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the man grement of the said Nawab.

Third —Whonever the said district or districts, thus assumed, shall be retard a cord no to the along condition to describe the said of the

Star Pagodas 15

limited, the said Company shall possess equal power to assume the districts muntioned in the said Schedule No 2, as in the first instance, and shall accordingly assume such district or districts, the revenues of which after deducting the charges of collection, shall equal the amount of the list which shall have fallen in arrear, from which they shall realize the halance that shall have arisen from the payment of the lists, and shall give credit to the said Nawah for the surplus and subsequent net revenues, in part payment of the sum of 6,35,295 Star Pagodas 15 Fanams 54 Cash; and in this case the in magement of the district or districts thus assumed shall for ever continue in the possession of the said Company, any thing contained in the third Article of the present engagement to the contrary notwithstanding, and the said Company agree to give the Nawab credit for the revenue arising therefrom

Fourth —In order to prevent any loss arising to either party from this many to the first that the loss of districts which shall thus be as mentioned in the said

Fifth.—In consequence of this measure, whereby the districts mentioned in the Schedule No. 2 become responsible for any arrears that may accrue in the payment of the above stipulated Lists, the said Nawab agrees that he will not great tunkaws, or assignments, on any account, on the receives thereof; and if, contrary to this condition, any tunkaw or assignment should exist, where the said districts or any of them shall be assumed by the said Company, such tunkaws or assignments shall be declared by the sud Company and the said Nawah to be of no value, nor shall they remain in effect.

Sizik—It is agreed between the contracting parties that the above descended blance account shall be annually adjusted, and n Committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company und two by the said Nuwab, shall nessemble, on the lat day of August of every year, commencing with 1793, for the purpose of udjusting and drawing out a fur and equitable statement thereof.

ARTICLE 0,

In case the said Nawab shall at any time have occasion for any number of troops for the collection of his revenues, the support of his authority, or the control of the collection of his revenue, the support of his authority, or the control of the

ARTICLE 10.

The said Nawab shall receive regular information of any negociation may be ind Company

pany in all Treaties which shall in any respect affect the Carnatic and contract depending thereon, or belon-ing to either of the contracting parties contiguous thereo; and the said Nan ib agrees that he will not enter into say negociation or political correspondence with any European or Native power without the consent of the said Company.

This Treaty, consisting of ten Articles, and having two Schedules nunexed thereto, marked No. 1 and No. 2, shall be in force and have effect from 12th day of 1206.

and s say, the Right Honorable Charles Eul Cornwallis, K.u., Governor General,

counterpart, shall be exchanged.

Signed and seeded at Chepauk House, this 23nd day of Zekarda, 1206 and 12th day of July. 1792.

Schedule No. 1

List of Polygars with the amount of their respective Tribules or Peshcush, as mentioned and referred to au the fifth Article of the accompanying Treaty in force from the 12th day of July, 1792, corresponding with the 22nd day of Zehaida, 1206 Hegira

Camar Yackum Naigh Vencategherry • Vencataput Naigh • Calesha • • Juppaty Rammanand • Sydapoor, Madras			•			21 673	10	
							w	64
Juppaty Rammanand . Sydapoor, Madras		•				10775	0	0
Ps	god	a.		6 000	0			
	-				_	6 600	0	0
Bonnawass						32 586	9	0
Princewas Row Arnee	R	apees		10 000	0			
					_	2,857	5	21
Butchey Naigh Marangapoory				12 093				
Lingama Naigh Nallum		•		8 598	12			
Zongama Naigh . Comavandy .		•		10 433	12			
Saumy Na gh Ramguany				11,731	4			
Mootes Naigh . Petta Molingy				9 556	4			
Combia Na gh . Venamatapotam				6,400	0			
Bosamopa Naigh . Youmula	•			642	2			
1	Rup	ers		60 505	14	16 154	26	20
Maduram Sing Pettsputty Ramrautporam					_	62 837	δ	11
Warrier Tarver Map Ila, so the room of the Rauce and I fant heirs of						60 000	0	
Polygars of the District Madera.	•	:	•	•		3751	0	
Vararco harama bunnyam Shevigerny .	•	•	•	11,176	0	0,02	٠	
3 1 100		•	•	11,176	0			
Madurapah Taven . Wootstnaly .	•	•	•	8 123	0			
Coolava Taven . Nadoorvarcoocky	•	•	:	1.574	8			
ludera Talwen . Talwencotta .	•	•	:	600	6			
Saule Talewen Soumden .	•	•	:	508	0			
Tady Talewen Candomber .	•	:	:	1.016	-			
Nulla Cooty Langumputty	:	:	:	314	n			
OL 107	:	:	:	304	8			
Choca Tulevan	•	:	:	1.016	0			
Cataboon Naigh . Pai dlem Courchy	:	:	:	11 176	o			
Audrooconda lunnyan . Edyarumpuny	•	:	:	6096	n			
Numia Naigh Malemondy	•	•	•	1 016	-			
Lrapa haigh Negataporam	-	•	٠	6,001	_			

Star Pagodas, F C.

Part f

Tripennada Tanen

Paule Taleran .

Vauda Tawen .

Schedule No. 1-continued.

Severant Naigh .	. Caudelloody				1,320	8
Pedenna Naigh .	. Attenghery				1,727	2
Chinum Naigh .	. Munnarcotta				2,510	0
Avalapa Naigh .	. Pawaly				1,168	4
Reddy Cody Vunnyan	. Aligoopoory				108	7
Geokillapa Naigh .	Gettaputty			•	1,168	5
Colingada Gundon .	· Callarputty				6 601	0
Chinnamunga Tasers .	· Chocomputts	٠.			6,601	0
Comur Naigh	. Saupetoor				5,791	2
Golapa Naugh	. Landsonr				1,930	4
Ena Chinnama Naigh	. Zelmuny				1,016	0
Tottapa Naigh	. Chrunulgoody	•	٠		1,696	5
Annechy Naigh .	. Colitour	•	•		1.016	0
Tomichy Naigh	. Parvar	٠	•		3,332	5

. 2.61,701 20 26

Total Star Pagod ta

5.080

Signed and scaled at Chepank House, this Signed and scaled at Fort William in Bengal, this

Northern Division of the Arcot Province .

Shatoor

. Ovideahporum

. Gollingundon

Schedule No. 2.

List of the districts with the amount of the net revenues from each, at which they shall be estimated and assumed, according to the eighth Article of the accompanying Treaty, in force from the 12th July, 1793 (corresponding with the 22nd Zhalla 1206 Heurah.

orth the 22n	d.	Zekaida,	1	206 Heg	117	a).			
Innevelly				-				Net Revenue	4,06,508
Madura					-			,,	61,945
I richinopol Arrialore				Varriore,	Ρ.	olloma.a	nd •	,,	2,51,139
Nellore								.,,	3,31,783
Ongole								,,	93,334
Pulnand									91.077

Star Pagodas 13.41.770

By the first condition of the eighth Article of the said Treaty it is agreed that the said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have failen in arrear, the said Company, therefore, by virtue of this condition, shall resume a district or districts from among the abovenamed, the net revenue of which shall be as near as possible equal to the amount of the kist which shall have failen in arrears

Signed and sealed at Chepaul House, this Signed and sealed at Fart II illiam in Bengal, this

No VIII

ARTICLES OF AGREFMENT for the adjustment of the Desir CAVELLY and TALLM CAVELLY of the province of Tinnevelly—1800.

Whereas the polygars and cavileuriles of the province of Tinnevelly have been subjected to the exclusive authority of the Honorable Company, and whereas the performance of the duties and the collection of the fees attached to the offices of Desh (avely and lalem Cavelly within the districts still subject to the authority of His Highness the Nawab of the Carnatic in the said province of Linnevelly have been attended with inconvenience to the executive government of His said Highness in the said province, and whereas it is the earnest desire of the Right Honorable Edwar | Lord Chive, Governor of Fort St. George, etc., to comply with the wishes of His said Highness for promoting the welfare and tranquillity of his possessions in the province of Tinnevelly, it is mutually agreed between His said Highness the Nawab of the Carnatic etc., and the said Right Honorable Edward Lord (live, etc., that the right of co'lecting Desh Cavelly and Talem Cavells, in villages now subject to the government of His said Highness shall be entirely relinquished by the eavilearrabs now subject to the authority of the Company, the said Lord Clive taking on himself to make compensation to the said cavilearrabs for the losses which they will in consequence sustain

In consideration whereof the Nawah of the Carratte, etc., agrees to relunquish all claims to the performance of the watching duties, and to compensation for theft or losses in the ullagres trated as abovementioned, and His said Highness further agrees to make full compensation to be regularly paid in ready money at the Company's treasury for the amount of the actual loss sustained by the Company by relunquishing the cavelly fees

It is further mutually agreed that the accounts of the cavelly fees shall, with all concernent expedition, be investigated, to the end that after deducting the amount of the charges of collecting the raid fees as well as of the losses

incidental to the performance of the witching duties within the villages subject to His Highness the Nawah, the residue may be paid by His Highness to the Company, being the acknowledged and ancient right of the polygars and cavilcarrabs transferred by the Treaty of 1702 to the authority of the Company of

injur that immediate orders shall be replaced by the collection of cavelly fees in the villages above described to be under the authority of this said Highness this said Highness hinding himself in consequence to pay the amount which the said Lord Clive on a just consideration of the Company's revenue accounts shall determine to be a just compensation for relinoushing the cavelly fees

Done in Fort 81 George this 26th day of August, 1800, by order of the Right Honorable the Governor in Council

(Sd) J. Wrebr, Chief Scretury to Government

No. IX

TREATY with AZEEM OOL-DOWLAH-1801.

TREATY for settling the succession to the soubadarry of the Territories of Arcot, and for vesting the administration of the civil and military government of the Carnatio Paten Giat in the United Company of Merchants of England trading to the Last Indies

Whereas the several Trettes which have been concluded between the United Company of Mercl ants of England trading to the East Indies, and their Highnesses heretofore Nawihs of the Carnatic, have been intended to ement and identify the interests of the contracting parties, and whereas, in conformity to the spirit of the alliance, the said Company did, by the Table Company and the Company of the Table Company and the Company of the Table Company did, by the

evious Treaty of

e Carnatic, and

whereas subsequent experience has proved that the intention of the contracting parties has not been fulfilled by the provisions of any of the Treaties heretofore concluded be ween them, and whereas the musmud of the southadarry of Arcot having become vacant, the Prince Azeem ool Dowlah Bhadoor has been established by the English Fast India Company in the rank, property, and possessions of his uncestors, heretofore Namahs of the Carnutic, and whereas the said Company and His Highness the said Princo Azeem-ool-Dowlah Bahadoor have judged it expedient that additional provisions should at this time be made for the purpose of supplying the defects of all former engagements, and of establishing the connection between the said contracting parties on a permanent basis of security, in all times to come, wherefore the following Trenty is now established and concluded by the Right Honorable Edward Lord Clive, Governor in Conneil of Fort St George, by and with the sanction and authority of His Excellency the Most Noble the Margus Wellesley, K P . Governor General in Council of all the British possessions in the Fast Indies, on behalf of the said United Company, on the one part, and hy His Highness the Nawah Wolau Jah Ummeer-ool-Dowlah Madar-ool-Moolk Ummeer-ool-Hind Azeem ool-Dowlah Bahadoor Showkut Jung Sippa Salar, Nawah Souhadar of the Carnatic, on his own behalf, on the other part, for settling the succession to the souhadarry of the territories of Arcot, and for vesting the administration of the civil and military government of the Carnatic in the United Company of Merchants of Lingland trading to the East Indics

ARTICLE 1

The Nawah Azeem-ool Dowlah Bahadoor is herely formally established in the state and rank, with the dignities dependent thereon, of his ancestors, heretofore Nawabs of the Cantatie, and the possession thereof is hereby guizanteed by the Honorable Last India Company to His said Highness Azeem-ool-Dowlah Bahadoor, who has accordingly succeeded to the souhadairy of the territories of Arcot

ARTICLE 2

Such parts of the Treaties heretofore concluded helween the sul East India Company and their Highnesses, heretofore Navalso of the Carnatie, as nee calculated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties, are hereby renewed and confirmed, and accordingly the friends or enemies of either are the friends and enemies of both parties.

ARTICLE 3.

The Honorable Company hereby charges itself with the maintenance and support of the military force necessary for the defence of the Camatic, and for the protection of the rights, person, and property of the said Anasia Azeem-ool-Dowlah Bahadoor, and with the view of reviving the fundamental principles of the alliance letween his ancestors and the English nation, the said Aswab Azeem-ool-Dowlah stipulates and agrees it at he will not enter upon any negeciation or correspondence with any I corpean or Native power, without the knowledge and consent of the said Log,lish Company.

ARTICIZ 4

It is bereby supulated and agreed that the sole and exclusive administration of the civil and imiliars governments of all the territories and dependencies of the Carnatic Payen Ghat, together with the full and exclusive right to the revenues thereof (with the exception of such portion of the said revenucs as shall be appropriated for the maintenance of the said Nawab and for tle support of his dignity) shall be for ever vested in the said Inglish Company, and the said Company shall accordingly possess the sole power and authority of constituting and sprointing without any interference on the part of the said Nawal, all officers for the collection of the revenues, and of establishing Courts for the administration of civil and criminal judicature

ARTICLE 5

It is hereby stipulated and agreed that one fifth part of the net revenues of the Carnatic shall " the said Nawab and c

late Highness the Ur

the Company, in monthly instalments of twelve thousand Star Pagodis, and whatever circumstance may occur affecting the net revenues of the Carnatic. the said is stalments shall not be less than twelve thousand Star Pagodie Whatever balance of the said fifth part may remain due at the expiration of each year shall be liquidated upon the scittement of the accounts, and the said fifth part shall be at the free disposal of the said Nawab, coasisteatly with the principles of the said alliance

ARTICLE 6

The fifth part of the revenues, as stated in the preceding Article, shall he calculated and determined in the following manner, ris, all charges of every description incurred in the collection of the revenues, the amount of the jaghire lands, stated in the math Article in the Treaty of 1787 at Star Pago das 2,13,421, and the sum of Pagodas 621,100, approprial le to the hquidation of the debts of the late Mahomed Ali, shall, in the first instance, be deducted from the revenues of the Carnatic and after the deduction of those three items shall have been made, one fifth part of the remaining net revenue (including the polygar peshcush which shall always he calculated at the sum of 2.64.704 Star Pagodas 20 Fanams 26 Cash, according to the Treaty of 1792) shall be allotted for the maintenance of the said Nawah, and for the support of His Highness's dignity.

ARTICLE 7

Whereas it was stipulated by the fourth Article of the Treaty of 1792 that the sum of six lakhs twenty-one thousand one hundred and five Star Pigodas should annually he applied to the discharge of certain registered debts due by the late Nawab Mahomed Alı to his private creditors, under agreements concluded between His Highness and the Honoral le Company, and guaranteed by the Parlisment of factor and the Honoral le Company, debt should be liquidated, the

hereby charges itself with the anni revenues of the Curnatic, until the be liquidated

ARTICLE 8

Whereas certain debts are due to the said Company by the ancestors of the said Nawab, and whereas it is expedient, in order that the present Treaty may include a complete arrangement of all affairs depending between the said Company and the said Nawah, that an adjustment should be made of the aforementioned debts, wherefore the said Nawab formally and explicitly acknowledges the debt, commonly called the cavalry loan, amounting, with its interests, to 13.24 342 Star Pagodas 6 Fanams 47 Cash, and also the portion of the registered debt heretofore paid by the said Company to the creditors of the late Nawab Wolan Jah (according to the annexed Schedule), to be just debts and whereas, exclusively of the abovementioned dehis, other unadjusted debts also remain, which were referred to the adjustment and decision of the Governor General in Council of Bengal, and whereas the said anadjusted dehts have not been determined according to that intention, the said Nawab hereby engages that whenever the said determination shall be made. His Highness will acknowledge to be a just debt the amount of the halance which shall he so declared to he due to the said Company It is not however the natention of this Article to cause any diminution from the fifth part payable to the said Nawah, but, on the contrart, it is specified that no deduction shall be made from the revenue, on any account whatever, excepting the three stems stated in the sixth Article, previously to the determination of His Highness's proportion

ARTICLE 9

The English Company engages to take into consideration the actual situation of the families of their Highnesses the late Nawabs Wolau Jah and Omdet-ool Omrah Bahadoor, as well as the situation of the principal officers of Ha late Hohnage's on comment and th D ish Government shall charge nues of the Carnatic) of a

The amount of the above-

mentioned expenses, to be defrayed by the Company, shall be distributed, with the knowledge of the said Nawab, in such mauner as shall be judged proper.

ARTICLE 10

The said Nawah Azeem-ool Dowlah Bahadoor shall, in ull places, on all occasions, and at all times, le treated with the respect and attention due to His Highness's rank and situation, as an ully of the British Government, and a suitable guard shall be appointed from the Company's troops for the protection of His said Highaess's person and palace.

ARTICLE 11.

The entire defence of the Carnatic against foreign enemies, and the maintenance of the internal tranquillity and police of the country, having been hereby transferred to the Butish Government, His said Highness eugages not to entertain or employ in his service any armed men without the

Part I

consent of the British Government, who will fix, in concert with His Highness, the number of armed men necessary to be retained for purposes of state Such armed men as Ilis Highness may, in consequence of this Article, engage in his service, shall be naid at the exclusive cost and charge of the said Nawab

ARTICLE 12

The Honorable Last India Company shall, in conformity to the stipulations of this I reaty, enter upon the exclusive a liministration of the civil and military government of the Carnatic, on the Jist day of July, 1801, and His said Highness the Nawab shall issue orders to all his civil and military officers, to transfer the district or districts und r their respective charge to such persons as shall be appointed by the said Company to manage the said districts, and also to deliver to the persons appointed all records, accounts, and official papers belonging to their respective entcherries or offices

This Treaty, bearing date the 31st day of July Anno Domini 1801, and consisting of twelve Articles, having been executed by Edward Lord Clive, Governor in Council aforesaid, on the one part, and His Highness Azeem ool-Dowlah Bahadoor on the other part, is hereby mutually interchanged, the said Edward Lord Clive engaging that a copy of the said Treaty shall be transmitted to Fort William, for the purpose of being ratified by Ilis Excellency the Most Noble the Marquis Wellesley, x r, Governor General in Council, and that, us soon as the ratified Treaty shall be received from Bengal, at shall be delivered to His said Highness, who will then return to His Lordship the copy which he now receives

(Sd)	CLIVE
11	J STUART
,,	WILLIAM PETRIE
	P W Dessey

By the Right Honorible the Governor in Council

(Sd) J WEBEE, Chief Secretary to Government

Schedule

Of the Account referred to in the eighth Article of this Treaty.

Amount paid by the Company to His Highness the Nawab's creditors on account of his consolidated debt of 1777 . Star Pagoda 26,47,331

Deduct-Receipts of receive from the Carnatic surplus to the fixed

military subsidy, in the Fusly years 1200 and 1201 . 8 29,481

Interest at any per cent. for four years and a half 2 23,960

10,53,411 Nawab . 15 93 940

Enlance due by the Nawab

Add—
Interest for four years and eleren months, at sex per cent . . .

. 470211

Actual Balance, Star Pagodas .

(Sd) CLIVE.

J. STUART,

, WILLIAM PETRIE

, E. W. PALLOPILLD.

By the Right Honorable the Governor in Conneil

(Sd) J. Wenbr, Chief Secretary to Government

SEPARATE EXPLANATORY ARTICLES annexed to the Treaty for settling the succession to the soundarry of the territories of Arcol and for vesting the administration of the Civil and Military Government of the Carnatic Paven Guat in the United Company of Merchanis of England trading East Indies.

ARTICLE 1.

Whereas it is stipulated by the fifth Article of the Treety that the sum to be appropriated to the support of the dignity of His Highness the Nawah Azerm-od-Dowlah Baladoor shall be calculated at one fifth part of the net revenues of the Carnatic, and whereas the improvement of the said revenues which, under Providence, may be expected to arise from the effects of the nothing contrary to the Company's interests, to receive British troops for the protection of his country, to contribute four lakes of Pagodas towards multtary expenses, and to grant to the Company two hundred and seventy seven vullages

Tuljaji died in 1787 and was succeeded by his half-brother, Amar Singb, with whom a new Treaty (No XIII) was concluded in the same year. It was based on the same principles as the ane concluded in the same year with the Nawah of the Cainatic, viz, that the Raja should contribute towards the peace establishment two fifths of his revenues, with territorial security for punctual payment, that in time of wai the contribution should be doubled, that he should pay a further sum of three lakhs of Pagodas a year for the liquidation of his debts to the Nawab and to his private creditors, and that he should pay to the British Government the tribute ceded to them by the Nawab of the Carnatic After the close of the war with Tipu another Treaty (No XIV) was made with Amar Singh on the 12th July 1792, nimost identical in terms with the treaty of the same date concluded with the Nawab of the Carnatic

Before his death Tuljiji had adopted Sarfoji or Sharahhoji es his son, and committed him to the care of Amar Singh. The adoption was disputed on three grounds—the imbecile state of Tuljaji's mind, the age of the hoy, and the fact that he was an only son. These circumstances were held to invalidate the adoption, so it was cancelled und Amar Singh was recognised as successor to the State. Saifoji, however, appealed, and as the hest legal authorities were, on further enquiry, found to be in favour of his claim, Amar Singh was deposed and Saifoji soknowledged in his stead. On his accession in 1799 a Treaty (No. XV) was made with him, by which he resigned the administration into the hands of the British Government and received a provision of one lakh of Parodas and one fifth of the net revenues. A pension of 25,000 Pagodas was granted to Amar Singh. The dejosed Raja died in 1802.

Political relations with Sarfoji continued unchanged during his lifetime. By the treaty of 1799 no severegu authority was left to him, except in the fort of Tanjore and its immediate reanity, and there it was subject to the control of the British Government. Sarfoji died in 1832, and was succeeded by his only son Shwaji. On his death in 1855 without male heirs, direct of collateral, the titular dignity became extinct.

Besides the territory ceded under the treaty of 1799, and the district of Devilottai, which was ceded by Pratap Singh, there are several British districts

which originally formed part of the Tanjore State of Karikal was purchased from Tanjore in 1739 Negapatam and Nagar, which were taken from the Portuguese by the Dutch in 1660, were annexed to the British dominions in 1761 Tranquebar, which was purchased by the Danes, was sold by them to the British in 1845

The Raja left at his death two daughters and sixteen widows. The elder daughter, Rajesa Bai, died a little before the pensionary arrangements for the provision of the family were completed. His second daughter, Mohana Mukta Bai Amani Raje Sahiba, known thereafter as the Princess of Taujoro-received o pension of Rupess 3,000 per mensem. She was granted a personal salute of 13 guns, and in 1878 was appointed a member of the Imperial Order of the Crown of India. On her death in 1855, a mosety of her pension was continued to her husband, Raja Sakharam Sahib. There are now nine surviving widows of the Raja, and they are in receipt of a monthly pension of

I Anasamba Bai Sahiba. 2 Chimamba Bai Sahiba 3 Gauramba Bai Sahiba

4. Jaiam Bai Sahiba 5 Kamakabi Bai Sahiba. 6 Ramakumaramba Bai Sahiba.

7 Thipamba Bai Sabiba 8. Umamba Bai Sabiba 9 Yasarantamba Bai Sabiba Rupees 800 each, except Knmakshi Amba Bai Sahiba, who draws Rupees 1,000. The courtesy title of "Highness" has been conceded by Government only to the Raja's widows.

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The offairs of the family are under the monagement of the Collector of the Tanjore District, subject to the general control of the Madras Government.

No X

1762

A TREATY and AGREFMENT made and concluded between OMDET-OOL-MOOIK SERAJ-OOL-DOWLLIE ANEVERDEEN KITAN BAHA-DOOR MOONSOOR JUNG, NAWAB OF the CARNATIC PAYEN GHAT, and PERTAB SING, RAJAH OF TANJORE, in manner following —

Whereas a destructive war, forented and curried on by the French and their allies against the said Nawab hath for many years list past wasted aid afflicted the province of the Carnatic Payen Gbat, in which war the said Nawab Aneverdeen Khan Bahadoor bath at length, with the assistance of his allies, proved victorious, and restored peace and tranquillity to the said province . and whereas at sundry times during the said troubles the said Rajah Pertab Sing did yield some aid and assistance to the said Nawab Aneverdeen Khan whereby, as well as by the necessary defence of his own kingdom against the French, he hath been put to great expense, and whereas by reason of the said troubles aeither the amount of peshcush due from the said Rajah to the Mogul and payable to the Nawah of the Carnatic, nor the amount of the expenses of the said Rajah incurred as aforesaid have I een settled or adjusted but now it having pleased God to restore peace to these countries by the expulsion of the common enemy, the said Nawah and the said Rajah, being equally desirous that the people whom God bath placed under their rule man enjoy the full furths thereof, have mutually consented to establish a firm friendship between them, and to that end they have agreed and do agree to settle and adjust all accounts and matters of dispute between them in manner following, and they do faithfully promise each for what concerns himself punctually to perform the same

1 The said Rajab Pertab Sing doth hereby oblige himself to pay unto the said Nawah Ancevedeen Khan Bahadoor the sum of twenty-two lakes of Fort St George,

valuing the said

following, that is to say -

On the day of signing this agreement by the said Pertab Sing three lakes of Rupees 300000

5 00 000 5 00 000 5 00 000 4 00 000

In all Rupees . 22 00 000

And the said Nawah Aneverdeen Khan Bahi loor doth agree to accept of the said twenty-two lakks of Rapees in full pyment and satisfaction for or on account of pesheush and in full of all accounts and demands whatsoever unto the 10th day of July last past, being the full term and expirition of the year of Phasely 1171

- 2 The said Rajah Pertah Sing doth hereby oblige himself to pay yearly in the month of July unto the said Nawab Aneverdeen Khan Bihadoor or his successor the sum of two lakhs of Rapees as a peshcush or tribute to the Mogul, and for as much as it hath been the usage and custom to make certain presents to the Nawah and his principal officers at the time of paying the annual pe heush the said Rajah doth promise to pay yearly to the said Nawab or his successors (at the day and time of paying the said peshoush) the further sum of two lakks of Rapees as a present, provided that no further sum either for pesl cush or durbar changes be demanded of him, which said two sums, making together four lakes, shall be paid in Rupees coined in the Company's mint or in Star Paged is at the abovementioned exchange. And the said Namab Aneverdeen Khan Bahidoor doth agree to accept of the said firstnamed sum of two lakhs in full for the nunual peshoush due to the Mogul, and also of the second named sum of two lakhs of Rupces in full for the usual and customary presents or durhar charges, and doth hereby promise that he will not demand anything more
- 3 Whereas the said Nawab Aneverdeen Khan Bahadoor hath in his possession a bond given by the said Rajah Pertab Sing unto the said Nawab's interfather Aneverdeen Khan Bain loor for the sum of seven labks of Rupes, which bond appears fair and uncancelled and without any receipt or endorsement thereon, although the said Rajah Pertah Sing doth allege that the same or the greatest part thereof hath

Khan Bahadoor, as a testimony of

- friendship with the said Rajah, he will cruse the said bond to be delivered up to bim to be cancelled as if the same had been fally paid and discharged
 - 4 The said Nawah Aneserdeen Khan Bahadoor doth bereby confirm and enjoyment of Nawah did give ay api car by the

Prinding a granter b re

5 The said Nawab Aneverdeen Khan Bahadoor having expended immense sums during the late troubles in defence of the province under his government found it necessary, after the expalsion of the common caemity, to call upon the several zemindars, polygars, and jighiredars to contribute each a moderate sim towards reimbursing the moneys so expended in procuring the blessings of the peace of which they became partial ers, and among stothers shid demand of Tremul Rao, killadar of Arani, his reasonable quota hut the said Tremul Rao laving obstinately refused to comply thereunt! and having also the respects belaved himself disobelically, the said Nawab found himself obliged to mareh an army to compel him to a compliance with its demand, and did accordingly sildne and take the forts of Arani and Dobr Cuddy with all the rightire thereunty belonging, as also the person of the £aid.

Tremul Rao with his family and others The said Nawab having thus convinced the said Tremul Rao and all the world that he can and will enforce due obedience in all who are subject to his government, is now equally desirous of showing to all mankind that compassion is stronger in him than resentment, from these motives, as well as in condescension to the request of the said Rajah Pertab Sing, the said Nawab doth hereby promise that as soon as the said Rajah shall have signed this agreement, he, the said Nawah, will cause the said Tremul Rao with his family, uttendants, and all other persons who were taken and made prisoners at Arani, to be released and set at full liberty. and further that on the day the sum of three lakes of Rupees mentioned in the first Article hereof shall be paid, he will cause the said Tremil Rao to be put in full possession of the whole jaghine he possessed and enjoyed before the capture of Arani (excepting however the said fort and Doby Guddy which the said Nawab will retain in his own possession), and provided that the said Tremul Rao shall not at may time hereafter erect or cause to be erected any fortress, walled pagoda, or other stronghold, and that he shall not even erect or huld any wall round his dwelling house exceeding eight feet high and two feet thick, and further that the said Tremul Rao shall in all things behave himself with due obedience to the government and pay yearly in the month of July unto the said Nawah or his successors the sum of ten thousand Rupces as a nuzzui and the said Rajah Pertah Sing doth promise for the said Tremul Rao that he shall in all things demean and hehave himself accordingly and pay yearly the stipulated snm.

We, George Pigot, Esq., Governor of Fort St. Georgs and all the forts, factories, and places subordinate thereto, President of the Council for all the affairs of the English East India Company on the coast of Coromandel, and also the said Council whose names are hereunto signed, having greatly at heart the peace and tranquility of the countries where the Company hold possession and to which they trade, see with great estataction the conclusion of the Tiestv of frendship between Nawab Omdet-col-Moolk Saray ool Dowlah Aneverdeen Khan Bahadoor Niconsoor Jung, Nawab of the Carnatic Payen Chat, and Pertah Sing, Rajab of Tanjore, of which the foregoing is a translation, and heing willing and desirous as much as in us lies to establish the friendship between them upon a lasting foundation, do hereby promise to guirantee the performance of the said Treaty, heing thereunto invited by both parties, and accordingly we do hereby promise as far as in us lies, that in case either party shall fail in the performance of the Article he hath thereby undertaken to perform or any part thereof, we will to the utmost of our power assist the other party to compel him who shall fail to fulfil bis agreement and to render the statisfaction for his failure thereon.

In witness whereof we have hereunto set our hands and caused the seal of the said Company to be affixed hereto in Fort & George, the 12th October 1762 AN AGREEMENT taken by the Honorable John Holland. Eso. PRESIDENT and GOVERNOR IN COUNCIL of FORT ST. George and Dependencies, from Shenevasarow, heir of TREMUL RAO, JACHIREDAR OF ARANI.

The Honorable the Governor in Conneil of Fort St George having restored to me the possession of the jaghire of Arani, which I inherited after the death of Tremul Rao my grandfather, upon the terms of the Treaty of the year of Christ 1762, entered into between His Highness the Nawah of the Carnatic, &c , &c , &c , and His Excellency Pertah Sing, Rajah of Tanjore . I do with my own free will and consent agree to conform to the terms of the said Treaty so far as it relates to the jagbire of Arani, acknowledging that I have no right by the said Treaty to the Fort of Arani and Doby Guddy. and I do for myself and my hears engage, in every respect to fulfil the terms of the said Trenty according to the intention and spirit thereof Linding myself to be answerable to His Highnese the Nawah for the annual peshcush or nuzzur of ten thousand Arcot Enpees to he paid yearly in the mouth of July on a receipt heing granted for the amount And I further engage that I will not erect or cause to he erected any fortress, walled pagoda, or other stronghold, and that I will not raise any wall even round my dwelling house exceeding eight feet high and two feet thick, that I will not entertain any armed peons or followers excepting only a few schundee for the purpose of collecting the revenues of the district, and that I will in all respects behave myssif with due ohedience to the Carnat e government and to that of the Honorable Company, that I will do every thing to provide for the welfare of the innahitants, and he attentive to the increase of cultivation and improvement of the country and jaghire of Arani, that I will not impose or levy any new customs or duties of any kind whatsoever, and I do hereby relinquish and give up all or any claim or demand whatever on the Company for the collections of revenues or otherwise since the district has been under their direction and management

(Signed in Mahratta)

Part I

SHENEVASAROW TREMUL RAO. Jagi redar, Aran:

Dated in Fort St George, the 20th day of June in the year of Christ 1789

No XI.

TRANSLATION of a Paper, containing the Articles agreed to by the Rajan of Tanjone, dated the 20th of October 1771

The two years' peshcush, amounting to eight lalks of Rupees, I am to pay in ready money

For the expenses of the army I am to pay thirty two lakes and fifty thousand Rupees

Wlatever lands, money, and effects I have taken from the Marawar or Nalcotey zemindars, I will restore

Whenever horse, sepoys, peons, &c , fighting people are required, I am to send them, and they are not to return till they have lerve from court, and the charge of the batta, &c , is not to be required of the Circar

Should the merchants and people belonging to the Company in the Tanjore country have been plundered of paddy, I am to answer it

I am to have nothing to do with the Marawar, Nalcotey, Tondiman, &c, and they are guilty of any improper act, their punishment is to be from the Circar

With the friends of the Circar I am to be in friendship and with its commiss in enmity, and I am not to give place or protection in my country to the enemies and those lying under the displaceure of the Circar

If I have taken anything from the run away polygors of Warriore, Cillam, and Aleanoor, I am to restore it, and if they are in my country, I will deliver them to the Cilear's people

I lave given a separate Treaty of friendship

If any Europeans 11 the service of the Cucar and Company have deserted and fied to me, I will deliver them up

If the Company's trade in the whole Tanjore country shall be continued, I am to use their weavers well

The fort of Vellum to be given to me hereafter It must be destroyed

The districts of Flangar and Conladdy to se conferred on me

I am to give up to the Circar the villages of Towanoor, &c.

I am to give up to the Circar the paghire district of Arani

Translation of an Engagement under the Seal of Rajah Tooljajee, dated the 25th of October 1771

The firm engagement of Rugh Toolyage, Rajah of Tanjore to the Circur is that whereas in part of the stipulations in favor of the Circur of the Nawab Wolau Jah, the sum of thirty two lal has and fifty thousand Rupees is stipulated to be paid, in hea of payment thereof in specie I have appointed the soulaship of Cameurium, the annual revenues of which my amount to sixteen lyllis and twenty five the same, and accordingly the same records the said is dis, and after incar, I shall take lock, a, ain the said

71

TRANSLATION of an ENGAGEMENT under the SEAL of RAJAH TOOLJAJEE, dated the 26th October 1771.

The firm engagement and true acknowledgment of Rajah Tooljajee, Rajah of Tanjore, to the Circar of the Nawab Wolan Jab are, that with the friends of the Circar ho will be in friendship, and with the enemies of the Circar in enmity, that he will on no account whatever, either secretly or openly, afford assistance or support in any slape to the di turbers of the traoquillity of the Carnatic, that he will always join and be in friendship with the Circar, that whonever his troops, horse, sepoys, and peons shall be required, he will send them with his Sirdar and not demand their expenses from the servants of the Circar, that he shall pay the stated pesheash yearly without deceit or delay. and that in future he shall not ondertake any operations whatever In testimony of which, I, the said Rajah, have given this engagement under my band and seal, swearing thereto by the faith of the religioo I profess that the same may appear as a Suaoud

No XII

AGREEMENT with the RAJAH of TANJORE, 1776

The satisfaction I feel on occasion of such a frieodship and extraordinary justice as the Company have displayed towards me is so great, that were I to been to tell you what my mind coocenes on the occasion, the subject would never have an end had I thousand toogues they could not express my gratitude When I had an interview with your Lordship I opened to you the sentiments of my heart, but as mere verbal declarations on this subject are not sufficient, I have thought it proper to write you a letter

I shall ever consider myrelf as nonrished and protected by the Company, and shall therefore never assist or succour their enemies. No measure shall ever proceed from me contrary to their interests, nor will I ever set on foot any connection with other powers without the Company's consent I have written as means of increasing the friendship that is between us

In the present condition of my country, the placing a garrison of English troops to the fort and city of Tanjore is exceedingly necessary, but hesides this garrison, if the Company will allow some more troops also for the protection of my whole country, this also will be highly proper If hy the favour of Heaven this he put in execution, neither I nor any of my family will need to fear that the calamities of war will full upon this country again, and if the Company will only favoor me thus far, I will with pleasure assign them out of my revenues the sum of four lakes of Pagodas per acoum for their military expenses. The mode of payment as follows:—November 20,000, December 40,000; January 40,000; February 1,00,000; March 1,00,000, April 1,00,000

For my body guard I shall keep a body of men from one hundred to five hundred; and I want not one man, either horse or foot, more than that number.

As my finances are in the utmost desorder, and the state of my country all in confusion, I must throw myself on the Company for my present support. I therefore wish them to buy of me at a reasonable rate all the grain of the present year, excepting what my country may he in need of. By this means the Company will not be burthened, and I shall be enabled to defray the expenses of my government without running in debt.

Finally, as the fort of Devicottah has no country annexed to it, I heg the Company will take what they think proper as the dependency thereon.

The country of Tanjore is the Company's; I have only to beg they will preserve my honor.

SUNNUD granted to the East India Company by the Rajah of Tanjore.

The Rejah's Seal

In consideration of the services rendered to me by the Honorable ure protection, I do to them, as specified

1 Mahal, perguunah of Keelar, consisting of eight Magaus, ors -. 41 villages Magau of Wool . of Chichly . 62 of Sumby Mahadeur . . 34 of Palourchy -. 27 of Muckly 27 of Kellagurry . 25 of Tanuor 31 of Adımungalum Perguunah of Wellevellum .

Nagore, two hundred over to the Company

They will be pleased to acquiesce to the following conditions -

- 1 The ryots shall enjoy their shales of cultivation, enams, and other privileges, as heretofore has been usual
- 2. Such enams as have been granted for the use of Pagodas, or charity to Brahmus, or maintaining choultnes and water pandalls, shall be continued as formerly Such spots of land contiguous to Pagodas or Brahmun houses, which are known by the name of Brumh Wast-tow, and which have been rented for money or in kind, or have been let out as choultrums, shall be enjoyed by the present possessors as usual The charity allowances for the rhut or coach of the Pagoda shall be continued
- 3 No houses shall be hult by the Circar in villages called Agne where Brahmins reside No European shall be illowed to dwell near any tanks of ponds belonging to Pagodas or Brahmin villages.
- 4 A number of coolies and laborers, in proportion to the quantity of water wanted for the Company's lands, shall be sent from those districts to dig and repair the water-courses and hunks of tha river's in the soubhl of Munargoody. A just proportion shall be paid to the Circar from the Company's lands of the whole charges mentred in the soubah of Munargoody, for repairing the Ancutta and making new water courses.
- 5 If may amil, ryot or dependent of my Circar files for protection in the Company's districts, no protection shall be given to any such persons, but they shall be given up to me
- 6 People shall be sent as usual to draw the rbut or coach of the Pagoda at the times of procession.
- 7. If I should at mny time disagree with the French, Dutch, and others settled in my country, and probibit any grain from heing carried to their settlements, the Company shall in like manner prohibit any grain from heing carried out of their districts to these places
- 8 The Crear people collect detres in the districts bordering on Nagore, these shall continue to be paid, but no duties shall be paid by me on any articles or commodities purchased at Nagora for my own use.
- The Company will be pleased to observe the abovementioned eight conditions and enjoy without molestation the lands made over to them.

Dated 17th June 1778 of the Christian era, or 21st Jemmaddee ul-Awil 1179th year of Tanjore.

(Sd) SRI RAN PERTAB.

No. XIII.

TREATY with the RAJAH OF TANJORE-1787.





TREATY and AGREEMENT concluded between the Honorably
Major General Sir Archibald Campbell, Knight of th
Bath, President and Governor of Fort St. George, o
behalf of the United Company of Merchants of Englan
trading to the East Indies, and His Excellency Amee
Sing, Rajah of Tanjore.

The Court of Directors of the East India Company having taken into the control of the Court of Core of the Court of Core of the Court of Core of Core

present hour best suited for settling and arranging, hy a just and equitable Treaty, a plan for the future defence and protection of the Carnatic, the Tar jore country, and the Northern Circars, on a solid and listing foundation, have communicated these their sentiments to His Excellency the Raph of Taujors who heing fully impressed with the propriety and wisdom of such an arrangement, has, for himself, his heirs and successors, adjusted and concluded a soli and permanent Treaty with the Honorable East India Company upon the

or was oreasted out in the ranjore country, or in the Carmatte, of any part of the contracting parties shall be t

for their mutual security and defen cation of the said contributions, bo

the United Company, or their representatives, together with the direction of the war, the Command of the army, magazines of stores and provisions, with full power to occupy or dismantle such forts as by them shall be deemed necessary for the general security, the said contracting parties do hereby

solemnly engage and agree, for themselves and their successors, to and with each other in minner following, that is to say:-

ARTICLE 1.

The friends and enemics of His Excellency the Rajah of Tanjore and of the English United East India Company shall be considered as the friends and enemics of both.

ARTICLE 2.

His Excellency the Rajah of Tanjore will contribute towards the military pecked company the annual sum of four lakeh of Star Pagodas, to commence on the 12th July, in the year of Christ 1787, corresponding to the 30th Annee of the Malabar month of Palavunga year, and to the Phasely 1197, divided into kists, payable at the following periods:

November December January February	:	:	:	20,000 50,000 60,000 90,000		Brought forward March April	:	2,10,000 90,000 1,00,000
C.	en form			210,000	- 1	Star Pagodas	٠	4 00,000

ARTICLE 3

The nanual contribution of four lakes of Pagodas, to be paid by His Excellency the Rajah of Tanjore towards the army peace establishment, is proportioned to the gross revenues of his country, estimated at ten lakes of Pagodas, and it is hereby stipulated and agreed that whenever the annual above ten lakes of Pagodas, the annual of peace shall likewise be increased.

ARTICLE 4.

In case of failure in the punctual payment of the four lakhs of Pagodas alone month after

that the Compat
Tanjore country that shall appear to them necessary to discharge the amount
of the sum in arrear, and that the Company shall have power to appoint
superatendents or receivers to collect and receive from the Rajah's renters,
managers, and amildars, all the rents, revenues, duties, and customs of the
said districts; and these superintendents or receivers shall exercise all necessary and the said that the said the said that the said

by all cutcherry receipts and accounts of the lands and districts aforesaid, as well as to ascertain the state of all other revenues which shall be collected annually within the said districts and when the full amount of the arrears due shall have been paid to the Company, the superintendent, or receiver shall be immediately receiled.

ARTIQLE 5

At the appointment of the superintendent or receiver His Excellency the Rayah will furnish the Company with the abilitations of the amildars, renters, or farmers of each district, and if they do not pay the money punctually to the superintendent or receivers, agreeable thereto, His Excellency the Rajah, at the lequest of the Governor in Conneil of Fort St George, shall and will immediately dismiss the said amildars, renters, or farmers, and appoint such others in their stead as the President in Council of Fort St George shall recommend, after taking from them the usual obligations, which shall be delivered to the Company by His Excellency

ARTICLE 6.

That the exercise of power over the said districts and farms, by virtue of the conductors mentioned in the 4th and 5th Articles, in case of failure in the payment of any of the kists, shall not extend or he construed to extend to deprive His Excellency the Eaph of Tanjore, or his successore, of the civil government thereof, or the honor and digarty of his family, but the same shall be preserved to him and them inviolate, saving and excepting the powers in the Articles 4 and 5 expressed and mentioned

ARTICLE 7.

That in the event of any war breaking out in the Carnatic, in Tanjore, or the coast of Coromandel, the said United Company shall charge themselves with the direction, order, and conduct thereof, and during the continuance of such war shall apply four fifths of their whole revenues in the Carnatic and the Northern Circuits annually to the military expenses of the war.

ARTICLE 8

That in the like event His Excellency the Rajah of Tanjore shall pay into the treasury of the said United Company four fifths of his revenues to the general expenses of such war, to he applied in such manner as the said United Company or their representative shall find necessary for their common safety and interests, and also for the interest of their allies in the Carnatio and on the coast of Coromandel, and it is moreover agreed that His Excellency's proportion of the debt and expenses incurred by war shall henceforth he settled at one-fifth part of the whole amount thereof

ARTICLE 9

For the more effectual security of the payment of four fifths of the revenues of His Excellency, anawally, to the military expenses of the war, and to remove every doubt on the part of the Company of any secretion or diversion of the said revenues from the purpose aforesaid, the President in Council of Fort St George, in health of the Company, shall have full power and authority, during such war, to appoint one or more inspectors or

Part I

accomptants to inspect and examine all country and entcherry accounts and receipts, of all the countries and districts of His Excellency, as well as all other revenues, duties, or customs, collected by or for the use of His Excellency And in case the said four fifths of the revenues or any part thereof are diverted from the discharge of the current expenses of the war, or the delts and expenses incurred thereby, the said United Company shall have full power to appoint superintendents and receivers over the said countries and districts of the Rajah, in the manner specified in the 4th Article of this Treaty, with the same authority and under the like restrictions and conditions therein expressed, in case of failure

ARTICLE 10

That the said annual four fifths, payable from the revenues of His Excellency the Rajah of Tanjore, shall, after the termination of the war, continue to be applied to the discharge of all dehts and expenses that may he incurred or arise during the course of the war, until his proportion of one fifth part of the whole extense is paid off and discharged

AUTICLE 11

It is expressly understood and declared that so soon as the expenses incurred by the war are paid off and discharged, the superintendents and receivers shall be immediately recalled

ARTICLE 12

That during the application of the said proportion of four fifths of the said gross revenues to the discharge of the debts and expenses racurred in time of war, the 2nd, 3rd, 4th, and 5th Articles of this Treaty si all he and remain dormant and be of no effect , but shall recommence and regain their full force and validity from and immediately after all the debts and expenses of such war have been fully and proportionally paid off and discharged

ARTICLE 13.

In case His Excelle scy shall at any time have occasion for any number of troops for the s authority, or the gor-

Company shall and on a public representation hoing made by His Excellency to the President in Council of Fort St George, of the necessity of employing such force and tho objects to be obtained thereby In case of the march of such troops, the additional hatta and expenses attending their movements shall be annually discharged by His Excellency at the end of each year

ARTICLE 14.

The late Rajah of Tanjore having been, at the time of his death, indehted to His Highness the Nawah of the Carnatic for arrears of peshensh since the year 1776, which, at the commencement of Phasely 1197, or 12th July 1767, will amount to the sum of twelve lakhs fifty seven thousand onc hundred and forty-two Pagodas, and having also been indebted to British subjects whose names are set forth in a Schedule, hereunto annexed, for various sums of money lent by them to and for the use of the Rajah, which with interest are computed to amount to about the sum of four lakis of Pagodas, it is hereby stipulated and agreed that for the liquidation of the said arrears of pesheush, His Excellency shall appropriate annually the sum of Pagodas.

1,00,110	•	•	•	•	•	•	•	•	•	Tag ours
1,14,225		of .	sum	ab the	Naw	to the	hcush	l pes	anuua	To his
	nnual	the an	ors t	credit	ıvate	y's p	cellene	Ex	o H18	And t
80,000		•			٠	•			of	sum
3,00,000	15 .	Pagodas	of P	e lakhs	l thre	In a				

Payable in kists as follows:-

In November December	:	. :		10,000		Brougl	at for	ward	. :	1,70,000	
January February March .	:	:	•	10,000	July . August . September	:	:	:	:	10.000	,
May . June .	:		:	00,000		St	ar Pa	godas	•	3,00 000	

ARTICLE 15.

The private dehts of His Excellency not heing as yet accurately ascer-

purpose the creditors President in Council of

Madras, stated with simple interest at the rate of 12 per cent. per annum, to the 12th day of July 1757, which accounts will be examined by agents to be appointed on the part of the Rajah, and by the Governor in Gouncil on hebalf of the creditors, after which they will be laid before His Excellency, and on receiving his final approbation they shall be classed amongst the hist of his private creditors, and hecome entitled to a share, or rateable proportion of the said sum of eighty thousand Pagodas, agreeable to such equitable arrangement as may he formed by the Governor in Conneil, for the henefit of the Rajah and the creditors. And it is agreed that so soon as the debts and interest due from the Rajah to Britis subjects are paid off and discharged, the annual payment of 80,000 Pagodas, agreed to be made by the Rajah for the benefit of the creditors, shall from henceforth cease and determine

ARTICLE 16.

And whereas His Highness the Nawab of the Carnatic has by a solemn deed assigned over to the United East India Company the arears of peshcush already due and the annual reshcush which shall henceforth hecome due to His Highness, in part payment of his debt to the Company, His Excellency

the Rajah of Tanjore, willing to mainfest his regard to the Company and upright intention towards the Nawab of the Carnatic, does hereby cheerfally agree to pay into the hands of the India Company, for the account of the Nawah of the Carnatic, the whole annual appropriations to His Highness, specified in the 14th Article, upon the President and Conneil of Fort St

i i leney for the amount of all such money as

In like manner the Company shall be
account of the money received on behalf of

the creditors

In confirmation of all the Articles in the preceding Treaty Sir Archibald Camphell, Governor of Fort St George, invested with full powers on behalf of the India Compuny, has subscribed and sealed two instraments, of the same tenor and date, at Tanjore, on the 10th day of April in the year of Christ one thousand seven hundred and eighty seven and firs Excellency Maharajah Ameer Sing, for himself, his heirs and successors, his also sabscribed and sealed the same instruments, at Tanjore, the twentieth of the month Jamad-ul-Auler, and in the year of the Hegira 1201

The Company's Seal

(S4) ARCHD, CAMPBELL

Signed and sealed by the Honorable Sir Archibald Campbell, Governor, &c, and by His Excellency the Rajah of Tanjore in the presence of

(Sd) ALEXANDER MACLEOD, Rendent
,, J STUART, Cotonet, Commanding.
By order of the Honorable the Governor,
(Sd) A MONTGOMERY CAMPBELL.

Secretary

Schedule of private debts referred to in the 14th Article

						Principal
Mr Alexander Brody			••	Star	Pagodas	99 254
Duncan Baine					**	30 000
Sir George Ramsay					**	20 000
Colonel Maclellan						72000
Major (or Captain) Burrows						26,100
Mr Whyte		5 706				
Received .		1 000				
	'	_				4 706
Mr Swartz for money subscribed	by	gentle-				
men for the benefit of orphaus		•			77	1 000
	_					
Star	Pag	0123		-	•	2,53 060

The above dehts bear saterest at the rate of 12 per cent per annum, and there is now between 4 and 5 years' interest due upon them

No. XIV.

Treaty with the Rajan of Tanjore-1792.

Whereas a certain engagement was entered into between the Honorable English East India Company and His Excellency Ameer Sing, Rajah of Tanjore, bearing date the 10th day of April 1787, for the purpose of cementing an everlasting frien ually towards the defence of ereby. it was stroulated that th and that the said Raigh of lonev arising from the revenues of his country, and should furnish sufficient and satisfactory security under certain conditions expressed in the said engagement for the regular payment of the sum stipulated to the said Company; and whereas it appears that the resources of the said country of Tanjors are not competent to enable the said Rajah to perform the stipulations in the said engagements; and whereas it further appears that the security which the said Rarah of Tanjore agreed in the above-mentioned engagement to furnish. for the due payment of the stipulated sum to the said Company, is, in its nature, madequate to the end intended, and whereas certain agreements bave also been entered 1ato between the said Company and the said Rajah, for the discharge of certain debts due by the said Rajan to private persons it has been mutually agreed, in consequence of the above written circumstances, that the engagement aforesaid shall beoceforth be considered by the contracting parties as annulled and no longer of effect or in force; and in lieu thereof the Honorable Sir Charles Oakeley, Baronet, President and Governor in Conneil of Fort St George, on behalf of the United Company of Merchants of England trading to the East Indies, their beirs and successors, on the one part, and His Excellency Ameer Siog, Rajah of Tanjore, in his own name, and for himself, his heirs and successors, on the other part, agree to the following rties for the purposes conaditions stipulated in the

ARTICLE 1.

The friends and enemies of either of the contracting parties shall be considered the friends and enemies of both.

ARTICLE 2

In order to execute the foregoing Article in its full extent, the Honor.

tary force, and the
of money, hereinilitary force; the
together with the

arrangement and employments of the troops supported by it, shall be left entrely to the said Company.

ARTICLE S

It is hereby also agreed that for the further security and defence of the countries belonging and subject to the contracting parties in the Carnatic, &c., that all forts shall be garrisored by the troops of the said Company, and in the event of war breaking out in the Can 'party and dependent on the Carnatic c

.

of the net revenue arising therefrom, and that it the conclusion of the war the Tanjore country shall be restored to the Rajah, except in certain cases, which are hereinafter mentioned.

ARTICLE 4

The Rajah of Taajore agrees to pay to the said Company, for the purpose of mutual defence, the sum of three lakks and fifty thousand (3,0,000, Star Pagodas nanually as his share of the expenses for the military force, and also in consequence of an agreement between the said Company and the Nawab of the Carnatic, a further sum of one lakh fourteen thousand two bundred and eighty five (1,14,283) Star Pagodas annually on account of the peshoush payable from Junjore to the said Nawab, and by him transferred in absolute right to the said Company, and the said Rajah further sugges to pay the sum of sixty thousand (00,000) Star Pagodas per annum towards the discharge of cirtum delits sanctioned by the said Company and specified in the Schedule Icreunto anaexed, No 2, which further sum of sixty thousand (60,000) Star Pagodas shall cease on the full highdation of the said delits

ARTICLE 5

Although the sams above mentioned constitute the regular stated payments for which the Rajih of Tanjore is to be accountable, under the heads of subsidy, pesboush, and private debts, yet the said Compiny, coasidering the actual state of the Tanjore country, which has for many years been declining must revenue, and desirous of affording the said Hajah as much present rchef as may be consistent with the absolute necessities of their own Government, in the confidence that he will turn it to the improvement of his country and the comfort of his people, agree that a temp rary suspension shall take place with respect to a part of the annual payment stated in the foregoing Article, that is to say, for three years, commencing with the present l'usly, or 12th July last, they consent the annual demand of one lakh fourteen thousand t vo hundred und eighty five (1,14,285) Star Pagodas on account of peshcush shall be post; oned, and that the amount which at the expiration of that period will become due, being three lakhs forty-two thousand eight hundred and fifty five (3,42,855) Star Pagodas, shall be added to the arrears owing by the said Riph on his former engagements, and the said Rajah agrees, towards the liquidation of this aggregate balance, to pay fifty thou and (50,0 0) Star Pa g das, per annum, commencing from the 12th July last, and to be continued till the whole shall be discharged , and after the expiration of three years to pry his annual peshcush of one lakh fonrteen thousand two hundred and eighty five (1 14,285) Ear Pagodas regularly as it becomes due Thus the whole sum to be paid, after the expression of three years, will be five lablis forriere it oursand two hundred and eighty five (5,14,235) Star Pagodas for account of the said Company, and sixty thousand (60,090) Star Pagodas per annum for account of the pursate creditors,

ARTICIEB

In order to make good the sum stapilated to be paid annually for three years, namely three labbs and fifty thousand (3,50,000, Star Pagodas on ecount of the Rajab as bare of the military expense, fifty thousand (60,000) Star Pagodas on account of private debt; the said Rajab agrees to pay the amount of the said three sams, heng four lashs sixty thousand (8,60,000) Star Pagodas, note the Company's treasury at Madras, at the following periods

lst November , December , January , kebr ary , March Carned over	30 000 40 000 40 000 50 000 50 000 2 10 000 1 st Apri May June 50 000 July	Brought forward 2 10 000 50 000

And it is mutually agreed that at the end of three years, when the additional payment of one laki fourteen thousand two hundred and eighty five (1,14,285) SIAT Pigodas per annum is to commence a proportionable interest shall take place in each of the above instalments, and that on the liquidation of the private debts before mentioned, a proportionable deduction shall be made on its decount.

ARTICLE 7.

If, contrary to the intentions of the said Rajah, any part of the sums motioned in the instalment or kistbundy, fixed by the foregoing Article, si all not be fully paid at the expiration of litter of up a from the time limited, in that case the said Company shall assume the management of, and make the collection of, the revenues from the distincts mentioned in the Schedule No 1, hereunto nunexed, according to the following conditions; and for this the present engagement shall be considered sufficient authority, the said omnany through their President in Comman the Fort St George giving immediate and explicit information according to the tenot thereof, to the said the said districts.

shall remain at

le officer of the

tions, and of the net receipts, under the attestation of the officer of the said Company and of the sudder omlah of the district

That —The said Company shall assume the management of such district or districts, the receive of which, after deducting the charges of collection, shall have fallen in arrear

Second -The said Company agree that a deduction shall take place proportionably from the amount of the nine k sts above mentioned, equal to the amount of the net revenue of the district or districts which shall have heen assumed as above, such deduction commencing from the day that the assumption shall take place. It is berely also mutually agreed that an account, called "halance account," shall be immediately opened for this and other purposes hereinafter mentioned, bearing an interest of eight per cei t. per annum, between the said Rajah and the said Company, in which the said Rajah shall be debited for the balance accrued in his above stipulated payments and also for the amount deducted as above from the nine kists, and shall be credited for the net revenues collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same natil, in consequence of the full liquidation if the private del ts, and diminution of the annual sum to be for that purpose paid by the said Rajah to the said Company, according to the 4th Article, the said balance account shall be equal on the debit and oredit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Rajah

Third - Whenever the said district or districts thus assumed shall be ' hat in case any of the of the sum of sixty the sum of five lakhs the sum of five taken fourteeu t' not paid id Com. piny shal the said Schedule No. 1, as in the first instance, and shall accordingly assume such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fallen in arrear, from which they shall realize the balance that shall bave arreen in the payment of the Lists, and shall give credit to the said Rajah for the surplus and sul sequent net revenues, in the part payment of the sum of five likhs fourteen thousand two hundred and eighty-five (5,14 280) Star Pagodas, and in this case the management of the district or districts thus assumed shall f r ever continue in the possession of the sud Company, anything continued in the 3rd Article of the present engagement to the contrary notwithstanding, and the said Company agree to give to the said Rajah credit for the net revenue arising therefrom.

Fourth —In order to prevent any loss arraing to either party from this measure, it is mutually agreed that the district or districts which shall thus be assumed by the said Company shall be entire, as mentioned in the said Schedule, and not parts of districts

Fifth—In consequence of this measure, whereby the districts mentioned in the Schedule No. 1 become responsible for any arrears that may accure in the payment of the above stipulated kists, the said Rajab agrees that his will not grant tunlaws or assignments on any account on the revenues thereof, and if, contrary to this condition, any tunlaws or assignment is should exit when the said districts or any of them shall be assumed by the said Company.

pay his annual peshcush of one labb fourteen thousand two hundred and eighty five (1,14,285) Star Pagodas regularly as it becomes doe. Thus the whole sum to be paid, after the expiration of three years, will be five lables fourteen thousand two hundred and eighty-five (5,14,245) Star Pagodas for account of the said Compan, and sixty thousand (60,000) Star Pagodas per annum for account of the private reditors.

Autici e 6

In order to make good the sum stipulated to be paid annually for three vers, namely, three lab is and fifty thon and (3,60,600) Star Pagodas on count of the Rajah's share of the military experse, fitty thousand (60,000) Star Pagodas pay the amount of the (4,60,000) Star Pagodas, (4,60,000) Star Pagodas,

4,60,000) Star Pag

atto the company			•		J, 20 LL 10110.						
1st November December January February March	:	:	:	30 000 40 000 40 000 50 000 50 000	1st April , May , June , July	Bro	nght	forward	:	2 10 000 5 1 000 50 000 50 000 1 00 000)
Carn	e d :	Over	.:	10 000	i	Star	Pagod	29		4 60 000	

And it is mutually agreed that at the end of three years, when the additional purment of one lably fourteen thousand two hundred and eighty five (1,14,285) SIR Pigodas per annum is to commence a proportionable increase shall take place in each of the above justalments, and that on the liquidation of the private debts before mentioned, a proportionable deduction shall be made on that account.

ARTICLE 7.

If, contrary to the intentions of the said Rajah, an part of the sums mentioned in the instalment or kistlundy, fixed by the foregoing Article, all hot be fully pud at the expiration of fifteen days from the time hunted, in that case the said Company shall assume the management of, and make the collection of, the revenues from the districts mentioned in the Schedule No 1, hereunto ameral, see ruling to the following conditions; and for this two present engagement shall be considered sufficient multionly, the said company through their President in Council at Fort St George giving immediate and explicit information seconding to the teno thereof, to the said Rajah, who shall, on the arrival of the Company's officers in the said districts, recall all his officers, except one in each district, which officer thall remain at the sudder cutcherry, and shall be furnished annually by the officer of the said Company with copies of the andere cutcher counts of the gross collections, and of the net receipts, under the attestation of the officer of the said Company and of the under omlah of the district.

First.—The said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall have fallen in area.

Second -The said Company agree that a deduction shall take place proportionably from the amount of the nine L sts above mentioned, equal to the amount of the net revenue of the district or districts which shall have been assumed as above, such deduction commencing from the day that the assumption shall take place. It is hereby also mutually agreed that an account, called "balance account," shall be immediately opened for this and other purposes heremafter mentioned, bearing un interest of eight per cei t. per annum, between the said Rajah and the said Company, in which the said Rajah shall be dehited for the balance accrued in his above stipulated payments and also for the amount deducted as above from the nine hists, and shall be credited for the net revenues collected from the said district or districts, the said Company continuing to exercise authority in, and to make the collections from the same until, in consequence of the full liquidation of the private delts, and dimmution of the annual sum to be for that purpose paid by the said Rajah to the said Company, according to the 4th Article, the said halance account shall be equal on the debit and aredit side, and nothing shall remain due to the said Company, then the said district or districts shall revert to the management of the said Rajah

Third - Whenever the said district or districts thus assumed shall be . 'that in case any of the on of the sum of sixty r the sum of five lakbs .. 285) Star Pagodas, ba · limited, the said Compuny shall possess equal power to assume the districts mentioned in the said Schedule No. 1, as in the first instance, and shall accordingly assume such district or districts, the revenue of which, after deducting the charges of collection, shall equal the amount of the kist which shall have fullen in arrear. from which they shall realize the balance that shall have arreen in the payment of the kists, and shall give credit to the said Rajah for the surplus and subsequent net revenues, in the part payment of the sum of five laklis fourteen thousand two hundred and eighty-five (5,14 28a) Star Pagodas; and in this case the management of the district or districts thus assumed shall f rever continue in the posses 3rd Article of the present

Fourth —In order to prevent any loss arising to either party from this be assumed by the said Company shall be entire, as mentioned in the said Schedule, and not parts of districts.

the said Company agree to ...

If If the In consequence of this measure, whereby the districts mentioned in the Schedule No. 1 become responsible for any arters that may accure in the payment of the above stipulated kinst, the said Rajah agrees that he will not grant tunkaws or assignments on any account on the revenues thereof, and if, contrary to this condition, any tunkaws or assignment is should cut twhen the said districts or any of them shall be assumed by the said Company.

such tunkaws or assignments shall be declared by the said Company and the said Rajah to be of no value, nor shall they remain in effect.

Stath—It is agreed between the contracting parties that the shove described halance account shall be annually adjusted, and a committee, consisting of four respectable and capable persons, of which two shall be nominated by the said Company and two by the said Rajah, shall assemble on the first day of August of every year, commencing with 1798, for the purpose of adjusting and of drawing out a fair and equitable statement thereof.

ARTICLE 8.

In case the said Rajah shall at any time have occasion for any number of troops for the collection of his revenues, the support of his authority, or the good order and government of his country, the said Company agree to furnish a sufficient number of troops for that purpose, on public representation heing made by the said Rajah to the President in Connoil of Fort St George of the necessity for employing such troops, and of the objects to be obtained thereby, and the said Rajah agrees to defrry the additional expense of such troops so long as they may be employed at his request, this additional expense being the sam over and above the expense of such troops while in garrison or at fixed quarters, and it shall he at the option of the said Rajah to reim burse the said surplus expenses, either on the conclusion of the service on which such troops may have heen employed, in money, or to add it to the debt side of the account, called "balance account," as more particularly explained in the second condition of the 7th Article.

ARTICLE 9.

of all negociations which the said Company may lependenetes may be con-

cerned, and the said Rajah shall be considered as an ally of the said Company in all Treaties which shall in any respect affect the Carnatic and countries depending thereon, or belonging to either of the contracting parties, coulty out thereto, and the said Rajah agrees that he will not enter into any negociations or political correspondence with any European or native power without the consent of the said Company.

ARTICLE 10.

The said Rajah agrees to allow for the support of Serfojee, the adopted son of the late Rajah Tooljajee deceased, the sum of eleven thousand (11,000) Star Pagodas per annum, and for the maintenance of the widows of the said Tooljajee the further sum of three thousand (3,000) Star Pagodas each per annum, which pay ments shall be made, by equal mouthly instituents, not the hands of the Company or whomsoever they may appoint to receive them, and applied to the above purposes, according to their discretion.

This Treaty, consisting of ten Articles and having two Schedules annexed there'o, marked Nos I and 2, shall be in force and shall have effect from the

12th day of July 1792, corresponding with the 22nd day of the month Zehaida, 1206 Hegira, and the contracting parties having affixed their respective seals and signatures to two counterparts on the dates undermentioned, that is to say, the Honorable Sir Charles Oakeley, Baronet, President and Governor in Council of Fort Si George shall affix his seal and signature to one counterpart, on the part of the Honorable English East India Company, and His Excellency Amer Sing, Rajah of Tanjora, shall affix his seal and signature to another counterpart, shall he exchanged

Signed and sealed at Fort St George the eleventh day of June, one thousand seven hundred and ninety-three.

(Sd) CHARLES OAKKLES, ,, E. W. FALLOFIELD.

Schedule No 1.

Lust of districts with the amount of the net revenue from each at which they shall be estimated and assumed, according to the 7th Article of the accompanying Treaty, in force from the 12th July, corresponding with the 22nd Zekaida 1206 Heyra.

								8	Star Pagoda	
Manargoody-net revenue									2 45,198	
Tuvady									1,49 000	
Mayaveram									1,64 668	
Putticotah		•		٠	•	•	•	•	27,633	
					Star Pagodas				5 87.113	

By the first condition of the 7th Article of the said Treaty, it is agreed that the said Company shall assume the management of such district or districts, the revenue of which, after deducting the charges of collection, shall could the amount of the kist which shall have fillen in arrear.

The said Company, therefore, by virtue of this condition, shall assume a distinct or distincts from among the abovenamed, the net revenue of which shall be as near as possible equal to the amount of the list which shall have fallen in arrear.

Signed and Scaled at Fort St. George the eleventh day of June, one thousand seven hundred and ninely three

> (Sd) CHARLES OAKELEY. E. W. FALIOFIELD.

Schednle No 2

Schedule of private debts referred to in the 4th Article.

Mr Alexander Brodie						Star Pagodas	99 254
Mr Duncan Lane .						,,	30 000
Sir George Pamesy .	•					u	20 000
Colonel Maclegan .						,,	72 000
Major (or Captain) Burrot	R'S		•	•			26 100
Mr Whyta			-			5 706	
Received .	•					1,000	
							4706
Mr Swartz for no ey su	bscul	ed by	gentle	emen	for t	ha benefit	
of orplans .							1 000
						Star Pagodas	2 53 060

The above debts bear interest at the rate of twelve per cent per annum.

No. XV.

TREATY with the RAJAH OF TANJORE, 1799.

TREATY for comenting the FRIENDSHIP and ALLIANCE between the HONORABLE COMPANY and HIS EXCELLENCY the RAJAH of Tanjore and for establishing the government of Tanjore on a permanent foundation.

Whereas the stipulations and conditions of the Treaty of 1792 concluded between the Honorable Sir Charles Oalelev, Baronet, Governor in Courcil of Fort St George, and His Excellency Ameer Sing, late Rajah of Tanjore, itracting parties, and

njore, las, by a certain

to the musnud of his anamed to consent to a abaneous ments as may be deemed expedient

Tanjore, particularly for the due ning to the Honorable English

East India Company a regular discharge of their existing and future demands on lanjore , wherefore the present Treaty is concluded between His Excellency Serfogee, Rajah of Tanjore, on his own part, and Benjamin Torin, Esquire, Resident at lanjore, on behalf of the Company, being invested with full powers by the Right Henorable the Farl of Mornington Bahadoor, Governor General of Bengal, according to the following Articles -

ARTICLE 1.

Such parts of all former Treaties with the former Rajah of Tanjore as are intended to establish the friendship and alliance between the Honorable

| uri ose

Company and His Excellency the Rajah of Tanjore are hereby strengthened and confirmed, a d the contracting parties mutually agree that the friends and enemies of either shall be considered to be the friends and enemies of both

ARTICLE 2.

The several provisions berefore estal '1' of playing provided defective, and the result of lawing proved defective, and the result of rity of the Right Honorable the Governor General in Council, with the previous written consent of His Excellency Minharajih Serfojee, for the purpose of ascertining the actual state and condition of the country of Trujore, having proved that it is become indispensally necessary to establish a regular and permanent system f r the better administration of the revenues of the said country, it is stipulated and agreed that all former provisions for securing a partial or temporary interference on the part of the Honorable Company in the government or in the administration of the revenues of the country of Timpres shill be cutterly annulled, and that in heu thereof a permanent system for the ellection of the revenue and for the administration of justice shall be established in the manuer hereafter described

ARTICLE S

The Honorable Company shall leat hierty as soon as possible to ascerting, determine, an inment upon the sev-I injore, and to sec as a certa ned and nee riding to fixed

ARTICLE 4

A court or courts shall be established for the due administration of civil and criminal justice under the sole authority of the English Last India Company. The sad courts shall be composed of officers to be appointed by the Governor in Commit of Fort St. George for the time being, and shall in no mistance whetever be subject to the control, authority, or interference of the said Rajub, but shall be c inducted according to such ordinances and regulitors (Enmed with due regret) to the existing laws and uvegee of the control as shall from time to time be enacted and published by the raid Governor in Council.

ARTICLE 5.

ARTICLE 6

Whereas it is stipulated and agreed by the fifth Article of the Treaty of 1792 that the payment to be made in the Honorable Company by His Excellency the Rajah shall amount to five lakhs seventy-four thousand two hundred and eighty five Pagodas per annum, under the different denominations of subsidy, pesheull, public and private delts, it is now stipulated and agreed that these distinctions shall for ever cease, and that the whole revenue shall be collected and accounted for by the said Company, in the manner hereafter provided, the said Company charging themselves with the payment of that part of the registered private debt which has not already been transferred to their account.

ARTICLE 7.

In hea of the said stipulations in the fifth Article of the Treaty of 1792, it streetly stipulated and agreed that His Excellency the Bajah shall in all cases receive annually one labh of Star Pagodas, which shall be considered to be the first charge payable from the net revenues of Tanjore. In addition to the said sum of one lakh of Star Pagodas, His Excellency shall receive a proportion of one fifth, to be calculated on the remainder of the net revenue after deducting all charges of collection, of whatever description, the charge specified in the following Article.

ARTICLE 8.

It is stipulated and agreed that the sum of twenty-five thousand Star Property is the star of twenty-five thousand Star

The residue of the revenues, after the foregoing deduction, shall be at the disposal of the said Company

ARTICLE 9

It is stipulated and agreed that the Rajah shall be treated on all occasions, it is own territories as well as in those of the Company, with all the attention, respect, and honor which is due to a friend and ally of the British nation.

ARTICLE 10

Whereas His Excellency the Rajah has had occision to complain of in convenience to His Excellency and his servant, from the present mode of garrisoning His Excellency's hereditary first at Tanjore by a part of the Hon rable Company's troops, it is stipulated and agreed, with a view to the accomm dation and stisfaction of His Excellency, that the said fort of Tanjore shall be exacuated by the Company's troops entirely, and that His Excellency shall be at full liberty to garrison the said fort in such manner as to him shall seem fit

Provided always, that in the event of an invasion of the territories of the Company or of their allies, or in the event of any failure in the due perform-

immediate execution.

ance of the engagement contracted by His Lxcellency the Rajah, the said Company shall again have power to occupy the and fort as a military post for the protection and mutual interests of the contracting parties, the said Company binding themselves to evacuate the said fort as soon as the reasons for not re occupying it shall no longer erisst

Auticue 11

His Excellency the Raph sipulates and agrees that the said fort shall in no case whatever become an asylum for public offenders or for persons desirous of escaping from the jurisdiction of the courts of civil and criminal justice, or from the authority of the revenue officers, or of any other branch of the authority of the Honorable Company, and His Excellency the Rajab further agrees to deliver up all such persons without delay on application from such officer or officers as the Governor in Conneil of Port St. George si all appoint for the purpose

ARTICLE 12

petition of the complaint, that both parties are relations, or servants, or dependants of His Excellency, or inhabitants usually resident within the fort of fanjore, it is stipulated and agreed that such parties shall, in the first instance, he referred for justice to the Rapho or to any person he may appoint to dispense it. Any complaint against the Rajub's relations, immediate servants, or others, residing in the fort of Taijore, hy persons of a different description shall, in the first instance, be made to the Company's representative at Tanjore, who shall refer it to His Excellency. The Rajah hereby engages to order an immediate investigation to be made in his court of justice, or in case the parties should desire it, to order the dispute to be referred to a proper arbitration, His Excellency engaging to bring it to a direct issue and to carry the sentence or award, if understands he relation or servant, into

ARTICLE 13

In order that His Excellency the Rajah may have full satisfaction, in respect to the revenues of the territory bereby subjected to the management of the Company, His 's recliency shall be in liberty to inspect the secounts of the head cutcherry, or collector's treasury, from time to time, or to station a valued or accountant, it his own expense, for the purpose of taking and transmitting to His kizellency copies of any or of all the accounts which shall be recorded in this bead cutcherry or treasny of the collector.

ARTICLE 14

Whereas a certain annual peshoush, amounting to two thousand Chinckrums, is payable by the Danish Government of Tranquebar for lands held of the Rajahs of Tanjore in the vicinity of that place, it is stipulated and agreed that the said pesheusis shall continue to be received by His Excellency the Rajah, without any deduction from His Excellency's proportion of the revenue, as hereinbefore stipulated.

ARTICLE 15.

And whereas it is necessary to the convenience and comfort of His Excellency P an abound meslves to furnish t to apply for this purpose, His Excellency binding himself to pay for the said grain, with the charges of transportation, at the rate of the current prices for the time heige

This "This "

(Sd.) SRI RAM PERTAB



3 -PUDUKOTA

The Pudukota (Pudukotta) State is surrounded by the British districts of Tunjore, Trichinopoly and Madnra The British Government has no trenty with Podukota, and the Raja is exempt from tribute. The affairs of the State ere under the general control, subject to the Madras Government, of the Collector of the Trichinopoly District, who is also Political Agent for Pudukota

The first connection of the British Government with this Chief, then usually called Tondiman, appears to have been formed at the siege of Trichinopoly in 1752, when the British army greatly depended on his fidelity and xertions for obtaining supplies. Subsequently he was very serviceable in the wars with Haidar Ali, and in the operations against the rebellious usurpers of the large zamindari of Shivaganga, in the Madura district, after the cession of the Carnatic In 1803 the Chief solicited, ne a reward for his services, favourable consideration to a claim preferred by him to the fort and district of Kilanelli, situated in the southern part of Tanjore He hased his claim on a grant by Pratap Singh, Raja of Tunjore, and engagements which were nfterwards entered into hy Colonel Braithwaite, General Coote and Lord Macartney, on the furth of which he had retaken the fort from Haidar Ali After a very complimentary review of Tondiman's services, the Government of Mindrae ceded (No XVI) to him the fort and district of Kilanelli in 1803. The cession was afterwards confirmed by the Court of Directors, subject to the condition that the district should not be nhenated, and that it should revert to the British Government upon satisfactory proof being given that the inhabitants were subjected to nny oppressive system of management Kilanelli yields a revenue of about Rupees 30,000 a year. The grant was also made subject to the yearly tribute of an elephant, but this was never insisted noon, and in 1836 was formally remitted

Raja Vajaya Raghunatha Tondiman daed on the 1st Fehruary 1807, leaving two sons, the elder of whom, aged eleven, succeeded During the minority of the yoning Chief the Resident at Tanjore excressed strict super vision over the affairs of the State, and effected important reforms in the revenue, police and judicial departments. As the Raja grow older, this supervision was gradually lessened, till the Raja was placed in charge of the whole administration in about the year 1817.

Raja Vijaya Raghunatha Rai Tondiman Bahadar died in 1825, and was succeeded by his younger brother, Raja Raghunatha Tondiman, who died on the 13th July 1839, and was succeeded by his son, Raja Ramchaudra Tondiman Bahadur. Until 1841 the administration was conducted by the widow, assisted by two ministers, but in that year, in consequence of representations of injustice made by relations of the Raja, the Resident at Tanjore was directed to reside at Padukota as much as possible during the minority of the Chief and to superintend and control the administration, the conduct of which was to be entrusted, as before, to the ministers of the Raja

The Resident thereupon framed rules for the guidance of the ministers, providing, suter also, that all espenditure beyond certain limits, grants of land, assignments of produce, creation of offices, and increase or decrease of emoluments should be submitted for his sanction, and prescribing the mode in which public business should be carried on

In the same year the Residency at Tanjoro was abolished, and the Political charge of Pudukota was entrusted to the Collector of Madura, one of the adjoining British districts. The administration of the State was prosperously conducted under his superintendence during the remainder of the minority All debts were paid off, and n simples was invested in the funds of the British Government

After Raja Ramchandra Tonduman had nitained his majority, the Government of Madras were obliged more than once to interpose and check the Raja's expenditure. The Control Directors in 1805 had made it a condition, as shown above, that the grant to the Chief of the district of Kilanelly should be hable to resumption upon satisfactory proof that the inhabitants suffered from oppression. The Raja was therefore warned that, should be continue his reckless course in living, the British Government would be compelled either to withdraw the Political Agent from all connection with him, or to take the Pudukota State under their nwa control and management assigning the Raja a fixed personal allievance. Notwithstanding all warnings, the Chief persisted in his extravagant career and contracted fresh delits as fast as his previous habilities were discharged with the aid of the Political Agent. Accordingly, as a mark if the displessors of Government, he was temporarily deprived in some of his titles. These honours were restored provisionally in 1870 on his amending the administration of his State.

Raja Ramebandra Tondiman died on the 15th April 1886, and was succeeded by his infant grandson, Martanda Bhairava Tondiman, the present Chief During the minority the State is administered by a Diwan, called for the time the Diwan Regent, under the control of the Political Agent

Part I

In 1887 the Diwan-Regent of Pudulata agreed to certain arrangements for the suppression of the manufacture of earth-salt in that territory, the Butt h Government paying an annual sum of Rupees 38,000 as compensation to the State, and reserving to themselves the option of cancelling the arrangements, after sufficient notice, if they found it to he to their interest to discontinue them

The political charge of Pudukotn was held by the Collector of Madurafrom 1841 till 1865, when it was entrusted to the Collector of Tanjore; since 1874 the Political Agent has been the Collector of Trichinopoly, who exercises a general supervision over the finances of the State and the appointment and dismissal of public officers

In 1862 an Adoption Sanad (No XVII) was granted to the Pudukota Chief Nazarana is not taken on succession to this State

The area of the State is 1,380 square miles, the population, according to the census of 1891, is 373,010, and the revenue from all sources a little under seven lakhs of rupees, independent of alienations According to the returns for 1891, the military force consisted of 136 infantry, 16 cavalry, 6 guns classed as serviceable, and 5 gnnners. The Chief receives a salute of 11 guns,

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No XVI.

Grant of the fort and district of Keelanelly to Tondiman— 1803

Captain Blackburne, the Resident at Tanjore, having communicated to me an explanation of the nature of the claims which you stated by my desire to that officer. I have in consequence caused particular enquity to be made respecting the grounds of your right to the distinct of Keelanelly, and the result of the information which I have received, combined with the testimonies which have heen brought to my attention of the fidelity and attachment to the interests of the Houorable Company's Government which have in arked the conduct of yourself and your ancestors, have determined me to code to you the possession of that territory, for the purpose of recompensing the services of your family, and of affording a distinguished example of the disposition of the Company's Government to reward with liberality those persons who adhere with fidelity to its unterest and confidence in its protection.

I shall in consequence direct measures to be taken for defining the limits of the district of Keelanelly according to its extent when formerly in your possession, in order that it may be separated from the territory of the province of Tanjore and transferred to you

It is my intention that sou and your descendants shall held the district in perpetual lease, subject to the tribute of an elephant to be presented annually to the Butish sovernment. But as the orders which I am about to issue on this subject must be dependent on the confirmation of the Honorable Court of Directors you will not consider the aniangement to be permanent until it shall have been ruthed by the Honorable Court of Directors. In the meantime however, I shall direct that you shall be placed in possession of the fort of Keelanelly, and that you shall apply the revenues of the district until the final decision of the Court of Directors on your claim shall have been made known to this Government.

With respect to the honorary marks of distinction which Captain Blackburne has informed me that you are desirous of possessing. I have determined that you and you descendants shall be permitted to insume the distinguishing marks of two gold chol dar sticks conformably to the wish which you have expressed on that subject, and as a token of my approbation I have desired that two gold sticks of that description shall be prepared and prevented to you in my name

What more?

(Sd) CLIVE

To Tondaman

I have received your letter of the lat of January last, and have issued directions through the Board of Revenne in the Collectors of the northern division of Arcot, for facilitating your wishes with respect to the oblations which you are desirous of offering at the Pagoda of Tripathy,

You were informed by a letter from Lord Clive, dated the 8th July 1803, of the tenure on which His Lordship was pleased to place you in possession of the district of Keelanelly as a reward for your fidelity and that of your family to the British Government

The subject having been referred to the Honorable the Court of Directors, agreeably to the intertion stated in Lord Chive's letter, I have now to acquaint you that I have received the decision of the Honorable Court on that reference, and that the grant of Keelanelly to you and your family has been confirmed by the Court of Directors, subject, however, to the "express condition that the district shall not be alienated, and that it shall revert to the Company upon satisfactory proof being given that the inhalitants labor under any oppressive system of management."

Provided that the above conditions shall be observed, you and your descendants will continue in the uninterrupted possession of the district in question

W bat more?

(Sd) BENTINCE

Fort St George, 7th March 1806

No XVII.

Adoption Sunnud granted to the Rajah of Poodoocottah— 1862

Her Majesty being desirous that the governments of the several Frinces and Chiefs who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, in fulfilment of this desire, this Snannd is given to you to convey to you the assurance that, on failure of natural heirs, the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the engagement thus made to you so long as your Honse is loyal to the Crown and faithful to the conditions of the Treaties, grants, or eogagements, which record its obligations to the British Government.

(Sd) CANNING.



4 -BANGANAPALLE

Bandanapathe was formerly held as a jagir under successive grants from Mysore and Hyderabad by Muhummad Bag, son of Aurangzeb's Grand Wazir, and his descendants. It formed part in the territories ceded to the British Government by the Nizam under the schedule appended to the treaty of October 1800. It was then conferred an Muzafar-ul-Mulk and his heirs in perpetuity. The family continued in uninterrapted possession of the jagir full 1825, when, in consequence of the disorders which prevailed and the frequent complaints which were made against the jagirdar, it was proposed to annex the jagir and make an allowance to the members of the family for their sustenance

This offer of n pension was rejected by the jagindar, who protested against the right of the British Government to resume bis jagin. According to the bit and 6th articles of the treaty of 1800, referred to above, the jagin had been ceded to the British Government in perpetuity. But it was discovered from a correspondence which had taken place between the Resident at Hyderahad and the Nizam's Minister, previous to the signing of the treaty, tituat it had been expressly stipulated on the Nizam's part that this jagir should be continued to Muzaffar-ul-Malk and his family, subject to the paramount authority and control of the Hon'hle Company as boxereigns of the whole of the Nizam's late possessions south of the Tingabhadar. The Court of Directors considered that this stipulation entitled the holder of the Banganapalle estate to be treated in all respects as an hereditary jagindar. The intention of resuming the jagir was therefore given up, and the Collector of the Cuddapah District was instructed to examine the accounts of the jagirdar and settle the claims of his creditors, to whom three fourths of the net revenue were allotted

In 1848 the accounts were closed, and the jagar was restored to Husan Alı Khan, the clidest surviving heir Husan Alı Khan ded before a sanal confirming the grant could be issued. He was succeeded by his nephers, Ghulam Alı Khan, to whom a Sanad (No. XVIII) was issued in 1849. This renewed to hum and his heirs their former rights and privileges, and conferred power to administer civil and criminal justice, except in cases involving capital punishment. It was further provided that no grants should be male without a written document, distinctly specifying that each alienation should hold good during such period only as the land alienated should remain in the enjoyment of the grantee. At the same time all fronter duties were abblished.

In 1862 a Sanad (No XIX) was grunted to the jagardar guaranteeing that the British Government would permit and confirm any succession to the estate which might be legitimate according to Muhammadan law Ghulam Ali Khan, who had been uppointed to be in Companion of the Order of the Star of India, died in October 1868, and his nephew and sou in law, Sanyid Fath Ali Khan, the present jagardar, was recognised as his successor. The estate has been exempted from the payment of nazarana on succession.

The title of Nawah was granted to the jagurdar in 1876 as an hereditary distinction. He is not entitled to a salute. The present Nawah was appointed to he a Companion of the Order of the Star of India in 1878. He has three sons, the eldest of whom is receiving an English education.

The manufacture of earth salt in Banganapalle was stopped in the years 1850 and 1881, and the British Government pays the jagurdar Rupees 3,000 annually as compensation on this account

The area of Banganapalle is ahout 255 square miles, the population (by the census of 1891) amounts to 35,506. The revenue is Rapees 2,72,250 per annum, of which Rapees 2,22 255 are derived from land, but considerably more than half of the land revenue is aliented in jagus to members of the family

In 1891 the jagurdar had a force of 103 irregular footmen or police, and 2 unmounted gans of an obsolete pattern. The affairs of Bangana-palle are under the general control (1892) of the Collector of the British District of Kurnool, in which the jagur is situated.

No XVIII.

Sunnud issued to Guolam Ali Kuan, Jacuiredar of Bunganpully—1849.

Whereas the Right Honorahe the Governor in Council of Fort Saint George was pleased, on the 12th July 1843, to confer upon Hossain Alı Khan and his heirs for ever in jaghre the lands of Bungaupully, free of peshcush and pecuniary demand; and Whereas the said Hossain Alı Khan has demised before the issue of a Sunnad to confirm the same, and Gholam Ali Khan has

The Jaguire of Bunganpully, conferred as aforesaid upon Hossain Ali Khan and his heirs for ever free of peshensh and pecuniary demand, is hereby confirmed to you, Gholam Ali Khan, as the representative of the said grantee, Hossain Ali Khan, now deceased

V- there t "hard the corn justice, subject

You shall at all times maintain faith and allegiance to the Honorable Company, their caemies shall be your enemies, and their friends shall be your friends, you shall assist the Honorable Company to the utmost of your power against foreign and domestic foes, you shall maintain a strict watch over the public peace in your yaghire, you shall not afford an asy lain to offenders from the Company's districts, but shall euther deliver them up or assist the officer of the Company who may be sent in pursuit of them, you shall cause justice to be rendered to inhahitants of the Company's districts and others who may have pecuniary claims on any of the inhabitants of Bunganpully

In the administration of criminal justice within your jugline you will add from the punishment of mutilating erminals, and will not sentence capitally, or execute persons capitally convicted, without the sanction of Government previously obtained, but will refer all eases appearing to you to call for such punishments for the consideration and orders of the Governor in Cameral.

You shall be answerable to the Honorable Company for the good governmost of your jaghne; and if ever it should happen that in consequence of misgovernment the interposition of the Honorable Company should lecomnecessary, the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

On every occasion of your alienating any part of your lands, either rentfree or on payment of favorable quite-rent, you shall notify the particulars and conditions of such nheaation to the Agent to the Governor of Fort Saint George, at Kurnool, or to any other officet who may from time to time be 100

appointed by the Madras Government for the purpose, and you shall not confer any such enam lands, except under a written document, in which the terms and duration of the grant shall be distinctly specified, which duration is under no circumstances to extend beyond the enjoyment of the jagbire by the grantee.

Given under the seal of the Honorable Company, and signature of the Right Honorable the Governor in Council in Fort Saint George, this twentieth day of March one thousand eight hundred and forty-nine.

(Sd) HEVRY POTTINGER.

Entered in the Secretary's Office. ,, G. H. F. Berkely.

By order of the Right Honorable ,, D. Eliott.

the Governor in Council.

(Sd) H. C. Montgoment, Secretary to Government.

No. XIX.

Adoption Sunnud granted to the Jaghiredar of Bungan-PULLY-1862.

the several Princes
be perpetuated, and
did be continued, in
to convey to you the
vernment will permit
legitimate according

to Mahomedan law.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements which record its obligations to the British Government

(Sd) CANNING.

The 11th March 1862.

A smular Sunnud was granted to the Jachiredar of Sundoor,

5 -SANDUR

SANDUR is a small valley lying between two chains of lofty hills on the west of the town of Bellary

It contains a fort which was huilt by Haidar Ali and Tinu Sultan at great expense, but which is not now kept up

The Mahratta State of Sandur was founded by Siddop, the grandson of Mallon Rao Ghornade, an officer in the service of the Sultan of Binapur, and formed a part of the possessions of his third son, Morari Rao, the Mahratta Chief of Gutti, who was deprived of his dominions by Haidar Al. Morari Rao's nephew and adopted son, Shiva Rao Bapa, fell in hattle, leaving a son, Siddop only two years old, under the guardianship of his uncle, Venkat Rao In 1790 Venkat Rao and his nephew, Siddop, with a party of their own adherents and the assistance of the inhahitants of Sandur, expelled the Governor of Tipu Sultan's fort and got possession of the place They were allowed to retain it after the peace in 1792 as part of the ancient inheritance of their family

Siddon died without issue in 1796, on which his uncle Venlat Rao asked Daulat Rao, the half brother of Morari Rao, to allow one of his cons to be adopted by Siddon's widow, but the request was refused. Venlat Rao then made the same request of Yeshwant Rao, who also refused, but said that one of the sons of his younger brother, khandi Rao, might be adopted. Khindi Rao consented and gave his son, Shivi Rao, who socceeded to the jagir in 1700. None of the descendants of Morari Rao ventured to reside in Sandur during the life of Tipu, because they were completely surrounded by his dominions, and were afraid of heigs seized by treachery. But on the death of Tipu, at the fall of Seringapatam in 1799, Venlat Rao and Shiva Rao went to Sandur, and Shiva Rao was jigirdar with the districts of Bellary and Cuddapah were ceded to the British Government.

The Peshwa about the same time issued a sanad, granting Sandur as a page to Yeshwant Rao mentioned above. No prominence was given to this sanad until some years after, when Leshwant Rao sent a copy of it with a letter to Venkat Rao, saying at the same time that he wished to avoid disceasions in their families. Venkat Rao, therefore, sent for Narsingha Rao, the second son of Yeshwant Rao, in 1804, and gave him an allowance of 100 Pagedas monthly. But as Narsingha Rao attempted to intrigue in his own interests he was dismissed in 1805, and Shiva Rao continued to hold the estate as an independent jagirdar until the Mahratta war. The Peshwa indeed always regarded him as a rebellious vassal, and endeavoured by fraud and

No. XX.

Sunnud to Sheva Rao Gorepara, Jaghiredar of Sundoor— 1826.

The Honomable the Governor in Council of Fort St George has been pleased to confer in jaghire on you and your heirs for ever the lands of Sundoor, free of pesheush and pecuniary demand.

Y Olice of your the under-

You shall at all times maintain faith and allegamee to the Honorable Company, their enemies shall be your enemies and their friends shall be your friends. You shall assist the Honorable Company to the utmost of your power against foreign and domestic fees. You shall maintain a strict watch over the public peace in your jaghire. You shall maintain a strict watch over the public peace in your jaghire. You shall not afford an asylum to offenders from the Company's districts, but shall either deliver them up, or assist the officer of the Company who may be sent in pursuit of them. You shall cause justice to be readered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the jubabitants of Sundoor.

You shall be answerable to the Honorable Company for the good government of your jugure, and if ever it should happen that in consequence of misgovernment the interposition of the Honorable Company should become necessary, the Honorable the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

Given under the seal of the Honorable Company and signature of the Governor in Council in Nort Saint George, this 7th day of July one thousand eight hundred and twenty-siz.

L S

(Sd) T MUNEO.

, G. T. WALKER, Lieut . Gent.

H. T. GREME

Entered in the Secretary's Office.

By order of the Honorable the Governor in Coancil.

J. M Macleod, Secretary to Covernment.

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5-SANDUR

SANDUR IS a small valley lying Letmen two slat is at left, hills on the west of the town of Bellary. It contains a first of Mic Wall of the lorg ffeeter Ali and Tipa Sultan at great expense, but which is see sout , (1)

The Mahratta State of Sandur was lounded by & May 1 - 914 1-16 16 Mallou Rao Ghorpade, an officer in the server of the firm of Pay it, at 1 formed a part of the possessions of his third was, Merse, Pu, Fa Mil title Chief of Gutti, who was deprived of his dominum by Hartas Ale Mortel for the nephew and adol ted son, Shiva Itan Bapa, fell in lattle, landy & son, & then only two years old, under the guardianship of his mile, Var Vat Van, In 17 10 Venlat Rao and his nephew, Siddojs, with a party of flat from all arte for and the assistance of the inhabitants of Handur, expelled the Chickete of the Sultan'e fort and got possession of the place. "Il ry were allered to think if after the peace in 1792 as part of the ancient inheritaries of their family

Siddon died without issue in 1706, on which his milk Varkat fine haked Daulat Rao, the half brother of Morari Rao, to allow un at his and a fit ha adopted by Siddoji'e widow, but the request was refund Vithat Hate Hate made the same request of Yeshwant Itan, who also refused, I at said Had fin of the sons of his younger brother, Khandi Itao, might be whit is Klatifilla, consented and gave his son, Shive Hao, who succeeded to the Japa in 1/61, None of the descendants of Morari Rao ventured to right in Pandus Author the life of Tipa, because they were completely surrounded by his destill the and were afraid of heing seized by treachery but on the death of files, he the fall of Seringapatam in 1799, VenLat Rao and Hilva line want for bat due. and Shiva Rao was jagurdar when the districts of Billary and Cullet ale water ceded to the British Government.

The Peshwa about the same time seased a sanad, granting the due has jager to Yeshwant Rao mentioned above. No prominence was piven fu tite sanad until some years after, when keshwant liao sent a topy of it with a letter to Venkat Rao, saying at the same time that I'm wished to here's dissensions in their families. Venkat Rao, therefore, wat for Naraligla Hay, the second son of Yeshwant Rao, in 1801, and gave him an all wan a if 100 Pagodas monthly. But as Narsingha Rao attempted to helique hellis own interests he was dismissed in 1809, and Shiva Rao continued to h 11 ff a estate as an independent jugirdar until the Mahratta war. The Prahwa li dard always regarded him as a rebellious vassal, and endeavoured by finish and stratagem in 1815, on pretence of making a pilgrimage to the temple of Kumaraswami, to get possession of the place

On the outhreak of the Mahratta war Shiva Rao was summoned by Brigadier General Munro to surrender Sandur, and was promised a jagur of nine thousand rupees in any part of British territory which he might select Accordingly Shiva Rao surrendered his fort and valley on the 27th October It was at first intended that the territory of Sandur should be annexed to the British dominions, that Shiva Rao should have other territory assigned him, subject to the laws and regulations of the British Government, and that his authority over the inhabitants of his future ragir should be that only of an ordinary zamindar. But after the lanse of a few months the Madras Government determined to restore the pagir of Sandur to Shiva Rao, and the Collector of Bellary was directed in June 1818, to deliver over both the fort and district of Sandur to him without delay This order was immediately carried into effect, but the terms on which the lagir was to he held were not finally settled for some years In 1826 a formal Sanad (No XX) was given to Shiva Rao It conferred upon him and his heirs for ever the jagir of Sandur free of all pecuniary demands, and delegated to the jagurdar the entire management of revenue. police and civil justice, subject to the condition of his maintaining allegiance to the British Government He was also bound to keep a strict watch over the public peace of the ragir, not to afford an asylum to offenders from British territory, but to deliver them up and assist the officers of Government sent in pursuit of them, and to cause justice to be done to the inhabitants of the British territory and others who might have pecuniary claims on nny of the inhabitante of Sandur It was further stipulated that the jagirdar should be answerable for the good government of his jagir, to ensure which the interposition of the Madras Government, when necessary, was provided for

Shiva Rao remained in undisturbed possession till his death, which occurred on the 2nd May 1840 He left nn son of his own, but had adopted Venkat Rao, the son of his brother, Bujanga Rao, as his heir

The title of Venkat Rao Hinda Rao Ghorpade to succeed was acknowledged by Government, and a Sanad (Nn XXI) was granted to him in 1841 The terms of the sanad are the same as those granted to Shiva Rao. with the exception that a provision was entered prohibiting punishment by mutilation, and that the jagirdar was restricted from passing capital sen tences or executiog persons capitally convicted, without the previous sanction of Government

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In 1847 the jagurdar agreed (No XXII) to the establishment of a sanitarium for British troops on the tableland of Ramandrug and to cede police and magisterial jurisdiction over the hill The jorisdiction of the crimical courts of the Bellary district was thereupon extended to this tract. An unonal out rent is paid to the jagirdar for the ground occupied for public and private purposes. Venkat Rao died in 1861 and was succeeded by his eldest son, Shiva

Shanmukha Rao He was a minor, and was not entrusted with the management of the jagir until 1863, when the Sanad of 1841 was renewed (No XXIII) in his favour In 1876 he received the title of "Raja" as an hereditary distinction, and it was at the same time ruled that the title might be assumed by his successors on their succession to the jagur being formally recognised by the British Government

Shiva Shanmulha Rao was succeeded by his brother Raja Ramchandra Vital Rao Sahih, and on his taking over the administration in 1879 the sacad was again renewed. He has a brother named Bala Schih. The jagir has been exempted from the payment of nazaraoa on succession

In 1862 a Sanad, conferring the privilege of adoption, was granted to the jagurdar of Sandur (see Note to No XIX)

The area of Sandur is about 161 square miles, the population in 1891 amounted to 11,390, the gross revenue is Rupees 45,000, of which about one half is realised from land. The political charge of Sandur is in the hands of the Collector of the British district of Bellary

The jagurdar has two guns for ceremonial purposes He is not entitled to a solute

No. XX.

Sunnud to Sheva Rao Gorepara, Jaghiredar of Sundoor— 1826.

The Honorable the Governor in Conneil of Fort St George has been pleased to confer in jaghire on you and your heirs for ever the lands of Sundoor, free of pesheush and pecuniary demand.

the revenue and police of your justice, subject to the under-

You shall at all times maintain faith and allegrance to the Honorable Company, their enemies shall be your enemies and their friends shall be your friends. You shall assist the Honorable Company to the utmost of your power sgainst foreign and domestic fees. You shall maintain a strict watch over the public peace in your jugbire. You shall maintain a strict watch over the public peace in your jugbire. You shall not afford an asylum to offeeders from the Company's districts, but shall either deliver them up, or assist the officer of the Company who may be sent in pursuit of them. You shall cause justice to be rendered to inhabitants of the Company's districts and others who may have pecuniary claims on any of the juhabitants of Sundoor.

You shall be answerable to the Honorable Company for the good government of your jagbire, and if ever it should happen that in consequence of misgovernment the interposition of the Honorable Company should become necessary, the Honorable the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people.

Given under the seal of the Honoroble Company and signature of the Conernor in Council in Fort Saint George, this 7th day of July one thousand eight hundred and twenty-six.

LS

(Sd) T Munno.

G. T. WALKER, Leeut Gent.

H T. GREME

Entered in the Secretary's Office.

By order of the Honorable the Governor in Conocil

J. M MACLEOD, Secretary to Covernment

No XXI

SUNNUD to VENCUT ROW GORPADAY, JACHIREDAR OF SUNDOOR— 1841.

The Right Honourable the Governor in Council of Fort Sninh George has been pleased to renew in your name the Sunnud granted to Sheva Rao Gorepara under date the 7th July 1826, conferring on him and his leris for ever, in jaghire, the lands of Sundoor free of peshcush and pecuniary demand

You shall have the entire management of the revenue and police of your justice, and also the duty of administering civil justice, subject to the undermentioned condition —

Not shall at all times minitain finth and illegiance to the Honour-like Company, their enemies shall be your enemies and their friends shall be your friends, you shall resist the Honour-like Company to the atmost of your power against foreign and domestic foes, you shall maintain a strict watch over the public peace in rour jughtne, you shall maintain a strict watch offenders from the Company's district but shall either deliver them up, or assist the officer of the Company who may be sent in pursuit of them, you shall cause justice to be rendered to inhabitants of the Computy's district and others who may have pecuniary claims on any of the inhabitants of Sundoor

In the administration of criminal justice within your jaghire you will histain from the punishment of mutilating criminals, and will observe expitally, or execute persons capitally convicted without the sanction of Government previously obtained, but will refer all cases appearing to you to call for such punishments for the consideration and orders of the Governor in Council

You shall be answerable to the Honourable Company for the go d government of your jaghire, and if ever it should happen that in consequence of misgovernment the interposition of the Honourable Company should become necessary, the Right Honourable the Governor in Council of Fort Saint George will, in such case, take such measures as may appear just and proper for restoring order and providing for the security of the people

Given under the seal of the Honourable Company and signature of the Governor in Gounal, in Fort Saint George, this twelfth day of January, one thousand eight hundred and forty-one

Seal

Entered in the Secretary's office By order of the Right Honourable the Governor in Council (Sd) ELPHINSTONE

(Sd) R CIERK,

Secretary to Government

No XXII.

ENGAGEMENT of the JAGINDAR of SUNDOOR to cede lands for a British Sanitarium at Ramandrug—1847.

I, Venent Rao Hindon Rao Chorpida Mamalkatmadar Sanapatti, the Somistanic of Sundoor, do except this labranmah to the following effect— The table land on Ramgad, situated in my jaghing, being simile for the residence of Europeans, some gentlemen have already built their bungalows on it while others are likely to do so, and moreover the subject of creating barracks by Government at the place is under consideration, I have, therefore, heen desired by A Mellor, Esq., the Collector of Bellary, to state for the information of Government, on what conditions I would willingly give up the said table-land, and I have entered into the following agreement—

Ist—The ownership of the sail hand of Rinngad shall as usual rem in firm to me. There shall be no objection on my part to the grant on fixed rent of as much of the land as may be required for Covernment as well as for officers to build their own houses, etc, upon The area of the land already o cupied by the bungalows of officers, as well as that to be built upon hereafter by Lovernment and officers, shall be surveyed and assessed according to the local usage. The assessment to be paid every year to me

2://y -I shall continue to receive whatever income may be derivable from rent of fruit trees, jungle, etc., connected with the said hill

Strilts—I have reserved for myself the power of reuting out the sale outry arracl and tridly on the said bill, and of imposing a tax with their own consent on merchants who may open shops for trails there, and of levying the same. The Company's Government shall not interfere in the matter.

Athly—It being probable that as European officers tale up their revidence on the sail bill many seriants, tradesmen, private persons, and others will result there, I have relinquished to the Company's Government the police and magneteral functions of maintaining perce and trying and punishing the offences committed by such people, such as viclence, petty crimes, thefts, marder, etc. The Collector is to have unsadiction in such matters.

6thly—Whatever hidden properts, such as money or other property, and jewels, may be f und in erecting bungalows and bouses, or in excavating earth for any purpose on the land appertining to the such hill, shall be delivered over to me, the Company's Government shall have nothing to do with it I have this executed the I abanamah of my own free will, on this twelfth day of Shabam, corresponding with the mouth of Ashada of the year Plivungali—Katal at

No. XXIII.

SUNNUD confirming SHARMURHA ROW in the JAGHIRE of STEADOOR-1863.

To

SIVA SHANMUKHA ROW GHORPADY.

Jaghtredar of Sundoor -1863

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His Excellency the Governor in Council of Fort St George has been pleased to renew in your name the Sunned granted to Vencat Row Ghorpadis. under date the 12th January 1811, conferring on him and his beirs for ever, in jaghire, the lands of Sundoor, free of resboush and pecuniary demand

lou shall have the entire management of the revenue and police of your jaghire, and also the duty of administering civil justice, subject to the

undermentioned conditions

You shall at all times maintain forth and allegiance to Her Majesty's Government, their enemies shall be your enemies and their friends shall be your friends You shall a sist Her Majesty's Government to the utmost of your power a aust foreign and domestic foes You shall maint in a strict watch over the public peace in your jagline You shall not afford an asylum to offenders from the districts of the Government of It dit, but shill citier deliver them up or assist the officer of Her Wajesty's Government who may be sent in pursuit of them I on shall cause justice to be rendered to inhal itants of the districts of the Government of Iudia, and others who may have pecuniars claims on any of the inhibitants of Sundoor

In the administration of criminal justice within your jaghire you shall abstain from the punishment of mutilating criminals, and shall not sentence capitally, or execute persons capitally consicted, without the sauction of Government previously obtainel, but shall refer all eases appearing to you to call for such punishments for the consideration and orders of the Governor in Conneil.

You shall be answerable to Her Majesta's Government for the good government of your jaghire, and if ever it should happen that in consequence of misgovernment the interposition of Her Majesty's Government should become necessary, the Governor in Council of Fort St George will, in such case, take such measures as man appear just and proper for restoring order, and providing for the security of the reople



6.-TRAVANCORE

Ar the commencement of the eighteenth century the territory of Travin core was divided into a number of small Chiefships, which were constantly engaged in struggles with one another. During the course of the century these Chiefs were gradually brought under the authority of the Rijis of Travincore Vanji Bala Perumal, whose rule extended from 1755 to 1799, having a strong hody of troops disciplined and directed by a Flemish adventurer, was specially successful in reducing these principalities under his power, and from the close of his administration may be dated the entire extinction of the authority of the petty Chieffuns in Travancore

The English first settled in Travancore at Anjengo in 1684, when a commercial Resident, whose functions soon after became also political, was appointed. In the Madura and Tinnevelly campaigns, in 1756, the Travancore State gave, though indirectly, considerable assistance to the Eritish authorities.

It is unnecessary to describe here the early relations* between the East India Company and the Rulers of Travancoie hefore the complications with Misore arose. But during the wars with Haidar Ali and his son, Tipu Sultan, the British invariably found Raja Vanji Bala Perumal a stendfast ally, and he was accordingly included in the treaty framed in 1784 between the East India Company and the Sultan of Mysore. In 1788, when threatened by Tipn Sultan, the Raja entered into an Agreement (No XXIV) to allow two battalions of sepoys to be stationed on his frontier. In 1789 Tipu Sultan attacked the Raja, foreing the lines which bad been creeted for the defence of the country on its northern frontier towards Cochin, and cruelly devastating the Travancore State. In consequence of this attack on one of its allies, the British Government declared war with Tipu, and on the conclusion of peace in 1792 Tipu was compelled to restore all that he had wrested from the Raja of Travancore.

Pepper of the kind which is produced in larger quantities on the Malabar Coast had, from the earliest times of the Company's trade, formed one of the chief articles of expoit from Travancare On the 28th January 1793 the Raja entered into an Agreement (No XXV), known as the Pepper Contract, to supply a large quantity of pepper to the Bombay Government for ten years, in return for arms and European goods

^{*} A very complete and valuable collection of the early engagements and agreements connected with birtub affairs on the Malabar Cosst has been published (Calicut 1879) by Mr W Logan, late Mairas Cvil; Service, and at one time Resident in Travancore

In 1795 the Raja concluded a Treaty (No XXVI.) by which he engaged to pay an annual subsidy adequate to maintain three hattalions of sepoys, together with a company of European artillery and two companies of lascars, to he always stationed, if the Raja desired it, in his country or on the frontiers near it, or in any other district within the Company's possessions that he should prefer

By a subsequent Treaty (No XXVII), concluded in 1805, his successor, Raja Rama Varma Perumal, agreed to pay annually, in addition to the subsidy, a sum sufficient to maintain one more regiment of the East India Company's native infantry, and, in case an additional force should be required for the defence of his territory against nttack or invasion, to contribute such a sum as should appear to hear a jost and reasonable' proportion to his net revenues It was further agreed that, in case the Governor-General in Council should consider that there were grounds for apprehending failure of funde to defray the expense of the permanent military force, or the extraordinary charges that might arise under the terms of the treaty, the British Government should have power either to introduce at their discretion such regulations and ordinances as might be deemed expedient for the raternal management of the country, or to assume the direct management of such part or parts of the Raja's territories as might appear necessary to render such funds efficient and available in time of either war or peace was, however, stipulated that the Raja's netual receipts from his territorial revenues should not be less than two lakes of rupees, together with one fifth of the net revenues of the whole of his territories. The Raja at the same time promised to always pay the utmost attention to the advice of the British Government, to hold no communication with any foreign State, and to allow no European foreigner to join his service, or to remain within his territories, without the previous sanction of the British Government Lventually the subsidy payable by the Travancore State was fixed definitely at Rupees 8,00,000 per annum

A sum of Rupees 13,319-8 a year is also paid by the Travancore State to the British Government, being the equivalent of the peshlash and mazarana* which the Raja agreed to pay to the Nawab of the Carnatic in 1764

gl at to the

The administration of Raja Rama Varma Perumal, who succeeded Raja Vanji Bala Perumal in 1799, was a period of much confusion. In 1808 an

any manner whatsoever that I shall ever with zeal ma ntain due obedience to your orders that I

Sanad, dated 11th Rajab, 1160 Hijrs

That's Michalika — "Whereas you were pleased, in counderation of the pro use made by me of continual fishing and summasson in your service to m know to me it is will gest of sheekatt, in the district of Timerelly, of the Tirchnopely Anal, belonging to the Crinative Payan ghat in the Soks of Acrot on symmets of 3000 Madrar white Claskas ace ring to Mamila, I Rama lique, Zamindar of Valakas, is the Carnative Payanghat do hereby agree and promise is write glabal Valadian, sink the Carnative Payanghat do hereby agree and promise is write glabal. Valadian sinking by the above member of sample of safety of the first of the control of the payanghat of

Fourth Muchaika —" Whereas you were pleased, in consideration of the promise made by me of continual fidelity and automation in your service, to make over to me the Pagoda of

Fifth Muchalka - Whereas I Rama Raya, Zamundar of Malabar, in the Carnatic Payan

insurrection broke out, which was put down by a British force. The State was required to defray the expense incurred by the British Government in this expedition, and a brigade was left at Quilon as a subsidiary force, agreeably to the treaty concluded in November 1795. The debts thus incurred were but tardly discharged, and the British Government were about to assume the internal administration of the country as the only means of ensuring their satisfactory settlement, when the Raja died in 1811.

The Raja was succeeded by Lachhmi Rani, who, according to the peculiar custom of the family of Travancore, assumed charge of the government until a male heir was born. She beld it until 1814, during which time the British Resident, Colonel Munro, acted also as minister, and hy his judicious measures completely retrieved the condition of the country. Lachhmi Rani was succeeded by her eldest son, and the country was during his minority successfully managed by her sister as Regent, under the advice of the Resident

The young Raja on attaining bis majority in 1829 was formally installed. He died in 1846, and was succeeded by bis hrother, Martanda Varma, whose death occurred in 1860. The State then passed to his second nephew, Rama

Kaulnama in the name of the noble Rama Raja, Zamindar of Malabar, in the Carnatic Payanghat

Whereve in consequence of the arrival of the fire seeled muchalkes from you profes ing continual funching and obedience on your part to my factor, declaring that you will not on any account claim the Tolink of Raiskod, etc., and that you will render any animance that may be any your power to this claim. The continual part of the property of the continual part of the con

agreeably to

the l'agoda of Lape Lomoriu, logether with the established penkkash, and remain contented, for on must be aware that as long as you shall continue firm ut your promise of adminision and fide-lift to the barkar you will experience the favour of tha Huzur.

Dated the 11th Rajab, 1180 Higes

Wallajah, Amer ul Hind, Umdat il Mult, Suraj ud Daula, Anvar uddin Ehen Babadur, Mansor Jang, Sipah Sardar, Fider Shah Alam Padehah Gbazi, 1179

(Sd) Braz.

Varma, the first nephew, elder brother of Rama Varma, having been set aside on account of imbecility. Raja Rama Varma was in 1866 appointed a Knight Grand Commander of the Most Fxalted Order of the Star of India, and in the same year the Government of India decided that, os a personal distinction in recognition of his excellent administration be should be addressed by the title of "Maharaja" in all communications from the British Government (No XXVIII) In 1862 the Government of Iodia granted a sanad of adoption to the Rulers of Travancore (No XXIX).

The laws which govern the succession to the State of Travancore are very peculiar. The descent, according to the usages of the Nayars of the western coast, is in the female line. Thus, on the death of a Raja, the sovereignty passes, not to his sons, who can in no case inherit, but to his uterine brothers, if he has any Failing these, or on their demise, it passes to his sisters sons, or to his sisters' daughters' sons, and so on Hence the only adoptions which are performed by the Rajas of Travancore are, not of males to supply the place of sons of their own body, but of females through whom the line must be continued. Any failing in the direct female descent requires the selection and adoption of two or more females from the immediate relatives of the family who reside at certain places in Travancore. The females so adopted are designated the Tamburattis or Raois of Attioga * and by the laws and usages of Travancore are assigned a distinguished rank as alone entitled to give heirs to the State, and enjoy many important privileges.

Such an adoption occurred in 1788 when two sisters were selected and adopted as Rams of Attinga The younger sister died after giving birth to a female child, which also died The present family of Travancore is descended from the elder sister, the late Raja being her great-grandson (daughter's daughter's son), and the present Chief her great grandson (daughter's daughter's daughter's son)

In 1857 the line of Travancore was again threatened with extinction The mother of the late Raja (grand daughter, daughter's daughter, of the elder of the two sisters adopted in 1788) left five children, ets. four sons and one daughter This daughter died suddenly, leaving only two soos, the second of whom is the present Minharaja (1892) The Tamhnrattis of Attinga thus became extinct, and although the State after the death of the

[&]quot;So railed because Att nga is the separate property of the ladies of the family of Transnoore The mis dent adopted for this purpose become In burstiss on certain cremon es being performed publicly at Altings and it, the chief temple of Transnoore.

then Rija would devolve successively on his four nephews and two grandnephews, the line, unless recruited by the adoption of Tamburaths is before, would have expired with them Under these circumstances, the Raja intimated to the Resident that, in strict conformity with former usage and precedents, he proposed to bring in two of the most eligible female members from among his relations as senior and junior Ranis. Two ladies were accordingly adopted with the sanction of the British Government

In 1871 a question arose relative to jurisdiction over European British subjects in Travancore, which was claimed by the Travancore Darhar hoth as an inherent right of sovereignty and also as having been admitted by the British Government in 1837, when Europeans living in Travancore and not being servants of the British Government, were declared to be subject to the laws of that State. The Darhar was informed that, baving regard both to the position of the British Government as the paramount power in India and to its treaty engagements with Travancore, the position assumed by that State could not be recognised. When the juri-diction of Travancore was recognised in 1837, there were difficulties in the way of trying in British courts European British subjects other than servants of Government for offences committed in Native States. These difficulties had subsequently heen removed by legislation, and the alteration of the law required some alteration in the hitherto prevailing practice.

The Darhar however further argued that any modification of British laws could not affect its sovereign juris liction, and urged other considerations in support of its position Finally, in consideration of special circumstances affecting Travancore and Cochin, and more particularly of the efforts made by those States to conduct their indicial administration on enlightened principles, the Government of India consented to allow the magistrates of Travancore and Cochin, who might he Furopean British subjects and Christians, to exercise over European British subjects in those States, subject to such control as the Resident had hitherto exercised and such advice as he was empowered by treaty to offer, the same purediction as might be exercised over them in British territory by magistrates of the first class and justices of the peace Under the same conditions the necessary powers were conferred on magistrates of Travancore and Cochin to enable them to commit to the High Court at Madras such cases as in British territory are heyond the jurisdiction of Luropean British subjects who are magistrates of the first class and justices of the peace These prrangements were declared to

he subject to revision if at any time the European magistrates of Travincore and Cochin failed to give satisfaction to the British Government. It was also provided that certain magistrates specified by name should try cases which may be dealt with entirely by magistrates, and that appeals should lie from their decisions to certain appellate judges specified by name. Offences which are too grave to be dealt with by magistrates are committed by justices of the peace in Travancore and Cochiu to the Resident's decisions are subject to appeal to the High Court at Madras. The gravest class of offences, with which a Court of Session cannot deal, are committed to the High Court at Madras. The Resident has also discretion to commit to the High Court cases which are committed to him, or which come before him as a justice of the peace

In 1861 the Madras Government proposed the removal of certain fiscal restrictions in Travancore By Act VI of 1845 the consting trade of Bittish India was freed from all duties, but Travancore as a Native State did not come within the scope of the enactment, and consequently the produce of Travancore when landed at British ports was changed with import duty as being foreign goods. Similarly the produce of British India, when exported to the ports of Travancore, was charged with export duty. The same rules hampered the trade in goods passing the land frontier, though on some lines the duties had been mutually abandoned. The Michanaja on his part levied customs duties on imports from and exports to British ports.

After some aegotiation the Travancore State agreed in 1865 to give up ill import duties on British Indian produce, with the exception of tobacco, opium, salt and spirits, bit claimed, in the form of a guarantee or drawbach, the revenues realised in British Indian ports on foreign produce re-exported to Travancore. This was estimated to amount to about Rupees 40,000, but it was understood that it might be gradually reduced as the direct trade of Travancore increased. The Darliar also agreed to reduce its export duty to 5 per cent ad valorem on all intuctes except pepper, dired betch nut and timber. The duty on pepper and dred betch but was retuned at Rupees 15 per candy, and on timber at 10 per cent ad valores. The Darliar also consented to reduce the duty on tobacco to the extent of Rupees 1,00,000 a pear.

Travancore is supplied with salt from Bomby on the same terms as the Madras Government. There has been no formal agreement on this subtect

In 1880 Muharaja Rama Varma, who had succeeded in 1860, died. He was succeeded by his brother, also called Rima Varma, who died in 1885. He was appointed in 1882 to he a Knight Grand Commander of the Order of the Star of India He was succeeded by his nephew Bala Rama Varina, who is shout 35 years old (1892), and who also, in 1885, received the decoration of a Knight Grand Commander of the Order of the Star of India

The area of Travancore is 6,730 square miles; the population, according to the census of 1891, is 2,555,074, excluding the Quilion Cantonment, it e returns for which were included in those for the Madras Presidency, and the gross revenue is about Rupees 78,48,000. The military force of the country consisted, in 1891, of 1,442 infantry, 61 catalry, and 30 artillerymen with 6 guius used for saluting purposes only. The Chief has offered to place the whole of his forces at the disposal of the Government of India for Imperial Service.

ce. The Maharaja receives a salute of nineteen guns in British territory.

No XXIV

AGREEMENT with the RAJAH of TRAVANCORE for two battalions to be stationed within his dominions—1788

From the Rajah of Travancore to the Governor, dated 12th Ramgun 19th June 1788

The territory of Calient and Pulicatcherry lav quite contiguous to the wall of my fort, and Tippoo Saltan, particularly at this time, is moving frequently through these districts. In consequence of the orders you were pleased to give to me, and trasting to the penceable state of affairs between you and Tippoo, I do nothing more than Leep a watchful eye over my dis-

me, but it is necessary to have officers and serjeants to discipline those battalions, I have therefore to request you will, out of your favor and friendship to ms, order four officers and twelve serjeants, who are well sequanted with the exercise and discipline of troops, that I may employ them for that purpose in my service. I hope Your Excellency will grant me this favor. Major Bannerman, whom I have earnestly spoke to on this subject, has written to Your Excellency, and I beg leave to refer you to what he says.

What shall I say more?

Extract letter from the Governor to the Rajah of Travancore, dated Fort St George, 12th August 1788

I have very fully considered of your request to be supplied with English officers to command your hattalions of sepoys My desire to show you Lindness and protection is so manifest that it is not necessary to repeat to you how great my satisfaction is when I have an opportunity to add to your happiness the present occasion, however, a compliance with your request might be attended with greater inconvenience than you are awnre of Honourable Company's officers are brave and good men and will always discharge their duty with zeal and ability, but it is contrary to the systems now laid down for the management of the English Company's affairs to lend their officers to command any troops except such as are actually in their own pay and under their own authority Great inconvenience has been found to arise from pursuing a different line of conduct, which I hope will reconcile to your mind my declining to comply with the proposal

If we can suggest any plan hy which one, two, or even three battalions of the Honourable Company's troops can be employed to advan-

consideration, and, if practicable, form an arrangement that will afford safety to your possessions withou deviating from the rules of our service. Extract letter from the Rajah of Travancore to the Governor, dated 25th Zecaad, or 28th August 1788

You are pleased to say it is contrary to the system now lad down to lend the Compuny's officers to command any troops, except such as are actually in their pay and under their own authority; but if I can snegest any plan by which one, two, or three battolions of the Company's troops can be employed in seconing my country aguinst any sudden attack from Tippo, you will readily take the same into consideration

The above letter has given me the greatest satisfaction and accomplished my wishes

course with Tippoo Sultan has also been carried on through their assistance and favor,

I call the Almighty to witness that I rest my whole dependence on them for support, and therefore most wil-Your

me Your Excellency will be pleased to shew me your favor in any manner that can tend to the security and protection of my country, and to inform me of the expense that will attend a battalon of segoys I refer you to Major Baunerman's letters for an answer to the other matters he has communicated to me from Your Excellency.

Letter from the Governor to the Rajah of Travancore, dated Fort St. George, the 7th October 1788

I have received your letter dated the 28th August, and you may rest assured that the confidence you repose in the friendship of the English Company is not ill placed. They regard you as their faithful ally, and consider your interests the same as their own

Your having acquiesced in the proposition I made of having some battahons of the Company's troops stationed on the frontier of Travancore is a wise and judicious measure; it will ensure the safety of your country against the ambitious views of any persous who may he ill disposed towards you, and cannot fail to convince them of the danger they would be exposed to in attacking a Prince supported and protected as you are by the English, whose arms, hy the blessing of God, are too powerful for them to combat with.

At the same time that I am naxions to see your country in a complete state of security, I am not less so in effecting it in such a manner as will render your expenses easy for this purpose I would recommend that, in time of peace, two battalions of the Company's native infantry should be stationed on your frontiers at your expense, and that the amount may be either paid by you to the Company, in cash or peppe-, us may best suit your convenience That if an additional force of Furopeans and natives are required to strengthen your frontier against the designs of an enemy, these shall be maintained at the Company's expense entirely: with this proviso, that you will order them to be supplied with provisions

and the necessary articles for erecting buildings to lodge them in, on their paying for the same at the usual rites of your country. That van may know the expense of a Company's battalion in peace and war, I have enclosed an estimate of the same for your information

I shall always have a great pleasure in forwarding your wishes, and hope to hear often of your health and prosperity What can I say more?

(Sd) ARCHD CAMPBELL

Letter from the RAJAH of TRAVANCORE to the GOVERNOR, dated 6th Suffer, or 5th November 1788

I I ave been bon red with the scenpt of You Excellency's gracious letter in which you recommend "that two butations of the Company's sepoys should be stationed on the frontiers of my country in time of peace, the amount of their pay to be provided for by me, in cash or pepper, as miv suit my convenience. Thit whenever no inditional force is required by me as a defence against the designs of an enemy, you will send a body of Europeans and sepoys which will be maintained at the Company's expense, and that I am to supply them with provisions and the neces ary wrucles for erecting buildings, on their paying for the same at the usual rates of my country." You moreover say, 't that the confidence I repose in the friendship of the Company will not be lost, and that they regard me as their faithful ally, and consider my interest the same as their own." You have also transmitted to me an estimate account of the monthly expense of a Company's hattalion of sepoys in time of peace and war for my information, all which I understand

The measure which has occurred to Yone Excellency's enlightened mind for stationize two battilous of sepoys for the defence of my country is highly projer, and I consider my government and territones perfectly safe and secured against the michinations of my enemies. The Almighty God Lnows the suncerty of my long friendship with the English, whose power I consider as the means of my preservation, may He, of His infinite goodness, grant the continuance of their prosperity and success

Your Excellency will be pleased, in consequence of what you have written, to lend me two natialions of sepoys for the defence of my country, for which favour I shall be highly grateful to Your Excellency.

The account sent me states as the mouthly expense of one battalon of sepoys the sum of one thousand seven bundred and fifty Star Pagoias forty

Fanams and forty Cash, and the additional charge to be twenty-six Pagodas seven Fanams; I therefore inform you that I shall pay in ready money into the hands of whatever person you are pleased to order the annual amount of two battelions of sepoys, "greeable to the above mentioned statement, and in the event of a war, I shall pay the hatta to them agreeably to what is stated a not the said account, being for one battalism nine bundred and ninety-eight Star Pagodas six Fanams and twelve Cash

From the long and suncere friendship I have entertained with the Company, it has always been my hope that the English would give me their assistance when necessary, by sending me a body of Europeans and sepoys, and now, since Your Excellency has been pleased to mention it yourself, my mind is set fully at ease in that point. Whenever I shall require an additional number of troops for the defence of my country, viz., Furopeans and sepoys, I shall supply them with provisions and the necessary articles they may want. May it please Your Excellency, some battalions of sepoys belonging to me have, for a length of time, been employed in the Tinnevelly country, I therefore request Your Excellency will send positive injunctions to the officer in that district to send me the above battalions that I may employ them with the two hattalions you are to send me in the defence of my country which will remove all my anxieties regarding the designs of such who intend giving me trouble.

Be pleased to consider me at all times your devoted well-wisher, and

honour me frequently with your commands

What shall I say more?

No XXV

1793

ARTICLES OF AOREEMENT made and entered into by the HONOURABLE MAJOR GENERAL ROBERT ABPROKOMBY, PRESIDENT and GOVERNOR OF BOMDAY, for and on behalf of the
HONOURABLE UNITED ENGLISH EAST INDIA COMPANY and
their successors, on the one part, and Guswa, PILLA,
DEWAN to HIS HIGHNESS the RAJAH of TRAVANCORE, for
and on behalf of HIS said HIGHNESS and his successors,
on the other part, this twenty-eighth day of January of
the English year one thousand seven hundred and ninetythree, viz —

That this agreement shall not effect or interfer, with any agreement

subsisting between the said Honourable Company, and the said Rajah shall deliver to the said Company between the 10th 1 ebruary 1793 and 10th April following three thousand candies (560lbs weight) of clean pepper at the rate of one hundred and fifteen Bombay Rupees for each eandy, exclusive of two Rupees customs for each, and shall further deliver a similar quantity (300 candies) annually at the same price and similar periods for nine successive years, that is three thousand every year, until the 10th April one thousand eight hundred and four (hinglish componitation).

That of the pepper mhore stipulated to be delivered annually, two thousand five hundred candles shall be delivered at Quilon, and the remaining five bundred candles at the sud Company's warehouse at Anjengo, into the hands of such officers as the Company may appoint for the purpose of receiving it.

That the said Rajah shall receive in part payment for the said annual contract for pepper the undermentioned articles at the usual prices for which he has been deluted in former contracts two thousand stand of nims complete, one hundred candies of lead, three hundred yards of scarlet broad cloth superfine, one thousand five hundred yards of early ards of the purpet, two thousand yards of blue purpet, two hundred yards of pellow purpet, five hundred yards of green purpet. That the halance due for the said annual provision of pepper shall be discharged in Bomhay, which halance, together with the wall he stores stipulated in the said annual provision of pepper shall be discharged in Bomhay, which halance, together with the wall he stores stipulated in the said annual provision of pepper shall be discharged in Bomhay, which halance, together with the wall he stores stipulated in the said annual provision of pepper shall be discharged in Bomhay, which halance, together with the wall he stores stipulated in the said annual provision of pepper shall be discharged in Bomhay, which halance, together with the wall he stores stipulated in the said annual provision of pepper shall be discharged in Bomhay, which halance, together with the wall he stores stipulated in the said annual provision of pepper shall be discharged in Bomhay, which halance, together with the wall have a said annual provision of pepper shall be discharged in Bomhay annual provision of pepper shall be discharged in Bomhay annual provision of pepper shall be discharged in Bomhay annual provision of pepper shall be discharged in Bomhay annual provision of pepper shall be discharged in Bomhay annual provision of pepper shall be discharged in Bomhay annual provision of pepper shall be discharged in Bomhay annual provision of pepper shall be discharged in Bomhay annual provision of pepper shall be discharged in Bomhay annual provision of pepper shall be discharged in Bomhay annual provision of pepper shall be discharged in Bomhay annual provision of pepper

he in force

That should the Rajah fail to deliver the quantity of pepper contracted for hy this agreement within the periods specified, he shall forfeit to the Company fifty-seven Rupees and a half penalty for each candy of pepper so deficient. In like manner should the Company fail, on their part, to make good to the Rajah the amount specified in the agreement within the terms prescribed, they shall forfeit a penalty of double the sums deficient.

In witness of the foregoing agreement Major General Abereromby and Guswa Filla have subscribed to two copies thereof, which have been mutually exchanged, and have affixed their scals this 28th day of January 1703.

(Sd) ROBERT ABERCHOMBY.

Fanams and forty Cash, and the additional charge to be twenty-sux Pagodas seven Fanams; I therefore inform you that I shall pay in ready money into the hands of whatever person you are pleased to order the annual amount of two battalions of sepoys, "greeable to the above-mentioned statement, and in the event of a war, I shall pay the batta to them agreeably to what is stated and the said account, being for one hattalion nine hundred and ninety-eight Star Pagodas six Fanams and twelve Cash

From the long and sincere friendship I have entertained with the Company, it has always been my bope that the English would give me their assistance when necessary, by sending me a body of Europeans and sepoys, and now, since Your Excellency has been pleased to mention it yourself, my mind is set fully at ease in that point. Whenever I shall require an additional number of troops for the defence of my country, etc., Funopeans and sepoys, I shall supply them with provisions and the necessary articles they may want. May it please Your Excellency, some hattalions of sepoys belonging to me have, for a length of time, been employed in the Tinnevelly country, I therefore request Your Excellency will send positive injunctions to the officer in that district to send me the above battalions that I may employ them with the two hattalions you are to send me in the defence of my country, which will remove all my anxieties regarding the designs of such who intend giving me trouble

Be pleased to consider me at all times your devoted well-wisher, and honour me frequently with your commands

What shall I say more?

No XXV

1793

ARTICLES OF AGREEMENT made and entered into by the Honourable Major General Robert Adricement, President and Governor of Bombay, for and on behalf of the Honourable United English East India Company and their successors, on the one part, and Guswa, Pilla, Dewan to His Highness the Rajan of Trayancore, for and on behalf of His said Highness and his successors, on the other part, this twenty-eighth day of January of the English year one thousand seven hundred and ninety-three, viz—

That this agreement shall not effect or interfere with any agreement

subsisting between the said Honourable Company, and the said Rajah shall deliver to the said Company between the 10th February 1794 and 10th April following three thousand cundes (56001s weight) of clean pepper at the rate of one hundred and fifteen Bombay Rupees for each candy, exclusive of two Rupees customs for each, and shall further deliver a similar quantity (300 candies) annually at the same price and similar periods for nine successive years, that is three thousand every year, until the 10th April one thousand eight hundred and four (Lupish computation).

That of the pepper above stipulated to be delivered annually, two thousand five bundred candles shall be delivered at Quilon, and the remaining five hundred candles at the said Company's warehouse at Anjengo, into tho hands of such officers as the Company may appoint for the purpose of receiving it.

That the said Rajah shall receive in part payment for the said annual contract for pepper the undermentioned articles at the usual prices for which he has been debited in former contracts two thousand stand of arms complete, one hundred candless of lead, three hundred yards of scarlet broad cloth superfine, one thousand fire hundred yards of ditto line, twenty-seven thousand fire hundred yards of red purpit, two hundred yards of blue purpit, two hundred yards of green purpit. That the balance due for the said annual provision of pepper shall be discharged in Bombay, which balance, together with the ward les stores stipulated to be talen on part payment, shall be made good between the 10th February and 10th April of each respective year, that this agreement shall be in force in like manuer in the Rajal engages to deliver the pepper with those periods

That should the Rajah fail to deliver the quantity of pepper controted for by this agreement within the periods specified, he shall forfest to the Company fifty seven Rupees and a half penalty for each candy of pepper so deficient. In like manner should the Company fail, on their part, to make good to the Rajah the amoint specified in the agreement within the terms prescribed, they shall forfest in penalty of double the sums deficent.

In witness of the foregoing agreement Major General Abercromby and Gusa Filla have subscribed to two copies thereof, which have been mutually exchanged, and have affect their seals this 28th day of January 1793.

(Sd) Robert Aberchonny.

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No. XXVI.

TREATY between the Honourable East India Company and the Rajan of Travancore in 1795.

PROPOSED TERMS for a TREATY of FUTURE PERPETUAL PRIENDSHIP, ALLIANCE, and SUBSIDY between the HONOURABLE L'AST INDIA COMPANY and RAJAH RAM RAJE BAHADOOR, tho reigning RAJAH of TRAVANCORE, concerted between the HONOURABLE JONATHAN DUNCAN, Esq. GOVERNOR of BOMDAY, on the part of the HONOURABLE SIR JOHN SHORE. BART., the GOVERNOR GENERAL in COUNCIL of FORT WILLIAM, in BENOAL, in virtue of the powers vested in him by the King and PARLIAMENT of GREAT BRITAIN and by the East India COMPANY to direct and control political affairs of all the COMPANY'S SETTLEMENTS in INDIA, on the one part; and the said reigning RAJAR of TRAVANCORE on the other: in consideration of the RAJAH's application to the BENGAL GOVERNMENT in the month of Schtember 1793, to have a permanent Treaty concluded with the English East India COMPANY and to settle and fix the terms of their old friendship and alliance and for the defence of his country against foreign enemies. The result is contained in the following Articles:-

ARTICLE 1.

Before the breaking out of the last war between the Honourable Company and Tippoo Sult in, the three talooks of Parore, Alumgar, and Koonathaar made part of the Rajah of Travancor's country, and having by the said Sultin been included in his cersions to the Honourable Company by the Treaty of peace of the 18th of March 1702, the said Company do, in view to their ancient friendship with and the plea of right preferred by the Rajah of Travancore, redounce every claim that they may have to the talooks in question, and all the said three talooks are accordingly left on the former footing as part of the said Rajah's country.

ARTICLE 2.

If any power or States, neur or remote, by sea or land, shall, without

aggression on the part of the Rajah of Trivancore, attempt or begin hostility and war upon the country of the said Rajah or of his successors, under such circumstances, the expulsion of, and the protection of the country against, such enemies rest with the Company's Government

ARTICLE 3.

In consideration of the stipulation in the second Article, the Rajah of Arancore doth engage for binself and his successors to pay annually at Anjengo, both in peace and wer, a sum equivalent to the expense of three of the Honourable Company's battalions of sepoys, together with a company of Luropean artillery and two companies of lascars.

ARTICLE 4

The Company stipulate that this force of infantry and artillery shall. if the Rajah desire it, always he stationed in his country, or on the frontiers near it, or in any other part within the Company's possessions where he shall prefer, and that they shall always be in readiness and in respect to such requisitions as the Rajah and his successors may have occasion to address to the officer in command of these troops, to proceed to act against foreign enemies who shall have invaded the said Rajah's country, it is proper that such commanding officer stand previously furnished with instructions from the Government of that Presidency whence he shall have been detached, or otherwise he is immediately on such requisition to procure instructions and the sanction of his said superiors for repelling such invasion, but in the event of the Rajah's country being so unexpectedly invaded by an enemy, that the progency of the danger or attack from without shall not admit of deferring the necessary operations till the orders of the Government of such Presidency can be received, the commanding officer is, under such circumstances, to apply immediately and without objection the force under his comman i to the defence and protection of the Rajah and his successors, and should it so happen that the aforesaid force and the Rajah's own army be at any time found unequal to cope with and defend the country against the superior force of the enemy, the expense of such further troops as it may be necessary and requisite for the Company to furnish in such instances, is to be altogether at the said Company's cost, nor shall their government anywise object to furnish such additional force, the expense of which shall in no respect be chargeable on the Rajah or his successors, nor shall the Company ever apply or demand any sum on that account, nor possess any plea or claim to make any further requisition for pecuniary aid from the Rajah or his successsors, by reason of any warfare or bostility that may be reafter eventually occur

ARTICLE 5.

As the Company do only engage to defend and protect the country dependent on the Rajah of Travancore against unprovoked attacks, it is there-

fore to be clearly and distinctly understood between the parties that the remainder that the hostile aggression towards . I in the event of the Rajah

nature or tendency, it is he latter to the Honourable

Company's Government, who will determine thereon according to justice and policy and mutual concert.

ARTICLE 6.

The reigning Rajah of Travancore for the time being shall not keep in his service, in any civil or military especity, nor allow to remain within his dominions as merchants, or under any other plea or pretext, the subjects or citizens of any nation being at war with Great Britain or with the Last India Company, nor under any circumstances of peace or war allow any European nation to obtain settlements (i.e., territory or places under his own authority) within the same, nor eater into any new engagements with any European or Indian States without the previous concurrence of the British Governments in India.

ADTICLE 7.

When the Company shall require of the Rayah of Thatancare any and of his troops to assist them in war, it shall be incumbent on the sud reigning Rajah for the time being to farmish such and, to such extent and in such numbers as may be in his power, from his regular infantry and cavality, evolusive of the native Nayrs of his country, which succours thus furnishabile by the Rajah, as far as shall be consistent with the safety of his own country, shall be hable to be employed as far by the Company's Government on either side of the Pennsula as to Madura and Calicut, and to be, during such service, at the Company's expense and under their orders

ARTICLE 8,

That the pepper contract with the Company shall continue in perpetuity, hible however, after the expiration of the period of the existing contract, to such modifications as to price, period, or quantity, as may, from time to time, be agreed upon between the parties

ARTICLE 9

The Company engage not to impede in any wise the course of the rule or of administration of the Rajah of Travancer's government, nor at all to nossess themselves or enter upon any part of what regards the management of the present Rajah's or his successor's country. At the same time it is provided that all the former agreements between the Honourchle Company and the Rajahs of Travancore, relative to the settlements of Anjengo and Eiddowa or Erawa, and to the Company's privileges in respect to trade throughout the

Rajah's dominions, remain in full force, according to the practice hitherto; and as otherwise the object of this Treaty is principally to provide for the purposes of external defence, it bears therefore no reference whatever to the Rajah's situation as a tributary to the Carnatic, concerning which the Rajah of Iravancero doth in the sincerity of his heart, of his own ecord, acknowledge and declare that in the line of his former fealty, as from of old established, towards the Circar of the soubah of Arcot, there shall never occur any difference or deviation

ARTICLE 10

All unsettled claims of a pecuniary nature which the contracting parties may have hid upon each other, relative to warlike expenses, up to the period of the conclusion of the Treaty of peace with Tuppoo Sultan, under date the 18th of March 1792, thall be cancelled and declared null and void

ARTICLE 11.

The Company engage that none of the Rajahs of Malabar under their jurisdiction shall be allowed to commit excesses in the country, or to encroach on the rights of the Rajal of Trivancione or of his successors, and both the contracting parties engage not to give shelter to the rebels, whoseover they may be, of either of the two States within the country of Malabar, but on the contrary to sezze on and mutually to deliver np such persons

ARTICLE 12

On the commercial vessels of the said Rajah's frequenting any of the ports in India appertaining to the Honourable Company, they shall obtain every requisite assistance and supply on paying for the same, and in like manner the Honourable Company's ships shall experience the like assistance and supply in the ports and roads of his country

This proposed Treaty, consisting of twelve Articles, has been concerted in 17th of November 1795 of the Christian utilice 971 of the Malabar style, between and the Honourable Jonathan Duncan, footing, that the said proposed Treaty

shall by the latter be transmitted to the Honourable the Governor General in Council, when after his approval he will forward it to England, and having thence also been approved, is within two years to be returned under the seal and ratification of the Company in the accustomed form and delivered to the Raysh, from which time the preeding conserted copy, being considered as a full and complete voucher, shall be strictly adhered and conformed to by both governments. The amount of the subsidy, under these proposed terms of perpetual Treaty, shall without fail be nannally paid in cash at Augego in three equal kits or instalments at the expiration of every four months.

fore to be clearly and distinctly understood between the parties that the Rajahs, present and future, are not to commit any hostile aggression towards any other State whether Indian or European, and in the event of the Rajah or his successors having any disputes of a political nature or tendency, it is necessary that the same shall be transmitted by the latter to the Honourable Company's Government, who will determine thereon according to justice and policy and mutual concert.

ARTICLE 6

The reigning Rajah of Travancere for the time being shall not keep in his service, in any civil or multary apparents, nor allow to remain within his dominions as merchants, or nuder any other plea or pretext, the subjects or citizens of any nation heing at war with Great Britain or with the Last in his Company, nor under any circumstances of peace or war nilow any European nation to obtain settlements (e., territory or places under his own authority) within the same, nor cuter into any new engagements with any European or Indian States without the previous concurrence of the British Governments in India

ARTICLE 7.

When the Company shall require of the Rajah of Travancore any and of his troops to nesset them in war, it shall be incumbent on the said regiming Rajah for the time heing to furnish such ind, to such extent and in such numbers where he is a normal form he is a fair to the first three of the Ra be hable to be employed as far by the Company's Government on either side of the Pennaula as to Madura and Calicut, and to be, during such service, at the Company's expense and under their orders

ARTICLE 8.

That the pepper contract with ''
liable however, after the expiration c
such modifications as to price, period
be agreed upon between the parties

ARTICLE D

The Company engage not to impede in any wise the course of the rule or of diministration of the Rajah of Travancor's government, nor at all to possess themselves or enter upon any part of what regards the management of the present Pajah's or his successor's country. At the same time it is provided that all the former agreements between the Honourable Company and the Rajahs of Travancore, relative to the settlements of Anjengo and Eddowa or Erawa, and to the Company's privileges in respect to trade throughout the

Rajah's dominions, remain in full force, according to the practice hitherto. and as otherwise the object of this Treaty is principally to provide for the purposes of external defence, it bears therefore no reference whatever to the Runh's situation as a tributary to the Carnatic, concerning which the Rajah of Iravancore doth in the sincerity of his heart, of his own accord acknowledge and declare that in the line of his former fealty, as from of old established, towards the Circar of the sonbah of Arcot, there shall never occur any difference or deviation

ARTICLE 10

All unsettled claims of a pecuniary nature which the contracting parties may have had upon each other, relative to warlike expenses, up to the regod of the conclusion of the Treaty of peace with Tippoo Sultan, under date the 18th of March 1792, shall be cancelled and declared null and void

ARTICLE 11

The Company engage that none of the Rajahs of Mulabar under their jurisdiction shall be allowed to commit excesses in the country, or to encroach on the rights of the Rajah of Travancore or of his successors, and both the contracting parties engage not to give shelter to the rebels wlosoever they may he of either of the two States within the country of Malahar, but on the contrary to seize on and mutually to deliver up such persons

ARTICLE 12

On the commercial vessels of the said Rajah's frequenting any of the ports in India appertaining to the Hononrable Company, they shall obtain every requisite assistance and supply on paying for the same, and in like manner the Honourable Company's ships shall experience the like assistance and supply in the ports and roads of his country

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the reigning 1 1 sq , Governor

shall by the latter he transmitted to the Honourable the Governor General in Council, when after his approval he will forward it to England, and having thence also been approved, is within two years to be returned under the seal and ratification of the Company in the accustomed form and delivered to the Raph, from which time the preceding concerted copy, being considered as a full and complete voucher, slall be strictly adhered and conformed to by both governments The amount of the subsidy, under these proposed terms of perpetual Treaty, shall without fail be annually paid in cash at Anjengo in three equal Lists or instalments at the expiration of every four months

(Sd) JONATHAN DUNCAN.

TEMPORARY ENGAGEMENT between the Honourable East India Company and Rayah Ray Raje Bahadoor, the reigning Rajah of Travancore, settled by the Honourable Jonathan Dungan, Esq., Governor of Bombay, on the part of the Honourable Company, in consequence of instructions from the Honourable Sir John Shore, Baronet, Governor-General in Council of Port William in Bengal, in virtue of the powers vested in him by the King and Parliament of Great Britain and by the East India Company to direct and control the political affairs of all the Company's Settlements in India, on the one part, and by the said reigning Rajah of Travancore on the other—1795

ARTICLE 1

Until the receapt, within two years, of the approbation and ratification from Great Britain of the proposed terms of Treaty of future perpetual friend ship, illiance, and subady, as written this day the 17th November 1795, or 5th of Cartikee 971 Malahar style, and to be then of full force and observed on both sides, the following Articles shall constitute the rule of guidance,

ARTICLE 2

The Rajal of Travancore shall, from the 17th of November 1795, or 5th of Cutrib es Valishar style, pay to the Company, in the manner noticed in the 3rd Article of the proposed terms of a perpetual Treaty, a sum equivalent to the expesse of one battalion of the Homonable Company's sepoys, which battalion shall be kept ready for his service whenever he stands in need thereof and si all call for the same to defend his country against external force, for which defence the Company engage, in the manner and under the conditions concerted under the 4th and 5th Articles of the proposed terms of a perpetual Treaty, under this Juther clause, that if during this interval the said Maja shall hind occasion to call for more than one battalion to his assistance 1e is in such case to pay to the Homonable Company a sum equal to the expesse of two buttalions, but no more than for two, for any further force for his defence that may prove necessary.

ARTICLE 3.

During the said interval, or until the arrival from Great Britain of the approval of the proposed terms of a perpetual Treaty, the Raja of Travancore is to be lable to furnish and mantain at his own expense, on the requisition of the Company's Government at Bomlay or Madra, one complete hattalion of his troops, to serve under the command of the British officer, in conjunction

orders

tion with the English forces, on either side, between Maduri and Calicut, in garrison or in the field, for such period or periods within the said interval as the assistance of the said batfalon may be required, and any troops required beyond this hattalion the Raja is to the utmost of his oblity to furnish, or the terms and to the extent of the 7th Article of the proposed terms of the periodual Treaty.

This agreement, consisting of three Articles, is settled in the neighbourbood of Anjengo, on the 17th of November 1795, corresponding with the 5th

John S., eof, 18

within two months from this date to signify his ratification of the same by a letter from the Governor General to the Rajab Ram Raja Bahadoor, from the receipt of which letter this engagement is to become finally hinding on the contracting parties, and to be in the meantime, or from this date, till the expiration of the two months allowed for the receipt of the answer from Rengal, literally observed on both sides The smount of the subsidy under this temporary engagement shall without fail be annually paid in east in three equal kists or instalments, at the expiration of every four months, at Anjengo.

(Sd) JONATHAN DUNCAN.

Whereas, in the 7th Article of the above Treaty, the following words occur, "which succours thus furnishable by the Rajah, as far as shall be consistent with the safety of his own country, shall be inhie to be employed as far by the Company's Government on either side of the Peanusula as to not sufficiently expreshed by the Company's Government on either side of the Peanusula as to hereby mutually agree

idded immediately after

the nord " Calicut," and that accordingly the said Article stands as follows -

ARTICLE 7

When the Company shall require of the Rajah of Travancore ony aid of his troops to assist them in war, it shall be incumbent on the said reigning extent and in such num-

y and cavalry, exclusive s thus furnishable by the

be hable to be employed as far by the Company's Government on either side of the Ponnsula as to Madura and Calicut and the boundary of the Cavae, and to be during such service at the Company's expense and under ther

The above Trenty having been transmitted to the Honourable Court of Directors for the officers of the United Company of merchants of England trading to the East Indies for their confirmation, agreeable to the stipulation therein contained, and the Honourable Court having expressed their assent to

the several Articles of the said Treaty, including the amended Article sah poined to the original Articles, the said Treaty is hereby rathed by me and my signature, at Trerandrian in the country of Travancore, this twenty first day of the month of July in the year one thousand even hundred and ninety-seven of the Charitan et a., or the ninth day of the month Aru in the year nine hundred and twenty two Malabar style.

Ratified by the Henourable the Court of Directors in 1797

No XXVII.

TREATY OF PERPETUAL FEIEND-HIP and ALLIANCE between the HONOGRABLE ENGLISH EAST INDIA COMPANY BAHADOOR, and the Maharajah Ram Rajah Bahadooe, Rajah of Tratinore—1805.

Whereas the Treaty, concluded in the year 1795 between the Honourable Company of Merchan's of England trading to the East Indies and His late Highness the Ramb of Travancore, was intended to defend and protect the Travaneore country agains foreign enemies, and to strengthen and fix the term, of the ancient friend hip and alliance substing between the Company and the Rayah of Travancore, and whereas it i evident that the intent one of the contracting parties have not been duly fulfilled, and wherea, the end Company and the Rajah of Travancere have judged it expedient that additional provi ions should at this time be made for the purpose of supplying the defer s in the said Treaty, and of establishing the connection between t e said contracting parties on a permanent balls of security in all times to come Therefore in order to carry into effect the said intention , the present Trea v L concluded by L en enan Colonel Colin Vacaular, the Res d at at Trarancore, on the part and in the name of Hi Excellency the Mo- Noble Marquis Weleder, KP and KC Governor-General in Council of all the British possions in the East Indies and by His Highres the Rajah of Travancore for himself, agreeably to the following Art cles, which shall be binding on the contratung parties as I mg as the sun and moon shall endure

Arricle 1

The friends and enemies of either of the contracting parties shall be considered as the firends and enemies of both, the Honourable Company especially engaginer to d'end and project the termiones of the Rajah of Travancire against all enemies whatsoerer

ARTICLE 2

Whereas by the seventh Article of the Treaty concluded in the year 17% between the Ram Ramh Bahadoor and the English East India Company

Bahadoor, it was simulated "that when the Company shall require any aid of his troops to assist them in war, it shall be incumbent on the said regging Rajah for the time being to furnish such aid, to such extent and in such numbers as may be in his if of the nature Nairs control to release the

lation, it is hereby ecever discharged from the aforesam oungensome congation.

ARTICLE 3

In consideration of the stipulation and release contained in the first and second Articles, whereby the Company becomes hable to heavy and constant expense, while great rehef is afforded to the finances of the Rajah, His Highness engages to pay annually to the evid Company a sum equivalent to the express of one regiment of native infantry in addition to the sum now payable for the force subsidied by the third Article of the subsidiary Treaty of 1795; the said amount to be paid in six equal instalments to commence from the first day of January one thousand eight hundred and five; and His said Highness Tarther agrees that the disposal of the said sum, together with the arrangement and emplayment of the troops to be maintitude by it, whether stationed within the Travincore country or within the Company's limits, shall be left entirely to the Company.

ARTICLE 4.

Should it become necessary for the Company to employ a larger force than that which is stipulated for to the preceding Article, to protect the territories of the said Maharajah against ritack or max-ion, His Highness agrees to contribute jointly with the Company towards the discharge of the increased expense threely occasioned such a sum as shall appear on an attentive consideration of the means of His said Highness to bear a just and reasonable proportion to the actual liet revenues of His Highness.

ARTICLE 5

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray
either the expenses of the permanent military force in time of peace, or the
extraordinary expenses described in the preceding Article of the present
Treaty, it is bereby stipulated and agreed between the contracting parties that
whenever the Governor-General in Council of Fort William in Bengal shall

ordering of any other branch and department of the government of Travancore, or to assume and bring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possess ones of this Highers the Mahrajah Ram Raja Bahadoor as shall appear to him, the said Governor-General in Council, necessary to render the said funds efficient and available either in time of peace or war

ARTICLE 6

And it is hereby further agreed that, whenever the said Governor-General in Council shall signify to the said Maharajah Ram Raja Bahadoor that it is become necessary to carry into effect the provisions of the fifth Article, His said Highness Maharajah Ram Raja Bahadoor shall immediately issue orders to his amils or other officers, either for carrying into effect the said regulations and ordinances according to the tenor of the fifth Article, or for placing the territories required under the exclusive authority and control of the English Company Bahadoor, and in case His Highness shall not issue such orders within ten days from the time when the application shall have teen formally made to him, then the said Governor General in Conneil shall he at liberty to issue orders by his awn anthanty either for carrying into effect the said regulations and ordinances, ar for assuming the minagement and collection of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds and of providing for the effectual protection of the country and the welfare of the people Provided always that, whenever and so long as my part or parts of His said Highness's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor-General in Council shall render to His Highness a trus and faithful account of the revenues and produce of the territories so assumed Provided also that in no case whatever shall His Highness's actual receipt or annual income, arising aut of his territorial revenue, he less than the sum of two lakhs of Rupees. together with one fifth part of the net revenues of the whole of his territories, which sum of two lakes of Rupees, together with the amount of one fifth of the said net revenues, the East India Company engages at all times and in every possible case to secure and cause to be paid for His Highaess's use,

ARTICLE 7

His Highness M * guided by a sincere established between carefully abstain fr

that he will be peace and nmity and that he will State in alliance

with the said English Company Bahadoor, or if any State whatever and for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign Stite whatever shall be holden by His said Highness without the previous knowledge and sanction of the said English Company Bahadoot.

ARTICLE 8

His Highness stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Bahadoor, and that he will apprehend and deliver to the Company's Govern-

ment all Europeans of whatever description, who shall be found within the territories of His said Highness without regular passports from the English Government, it being His Highness's determined resolution not to suffer even for a day any European to remain within his territories unless by consent of the said Company.

ARTICLE 9.

Such parts of the Tresty of Anno Domini one thousand seven hundred interprise (1795) between the Linglish Past India Company and the late Rajah of Travancore as are eskelated to strengthen the alliance, to cement the friendship, and to identify the interests of the contracting parties,

stration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of Ilis Highness's interests, the happiness of his people, and the mutual welfare of both States.

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day, the twelfth day of January one thousand eight hundred and five, settled and concluded it the fortress of Teeroovanandapooram in Travancore by Lieutenant Colonel Colin Macauliv, on behalf and in the name of His Excellency the Most Noble Marquis Wellesley, KP and RC, Governor-General in Council, with the Maharujah Ram Rajah Bahadoor, he has delivered to the said Maharajah one copy of the same in English and Persiin signed and sealed by him, and His Highness has delivered to the Lieutenent-Colonel aforesaid another copy also in Persian and English, bearing his seal and signature, and signed and sealed by Valoo Tomby, Dewan to the Maharajah and the Lieutenant-Colonel aforesaid has engaged to procure and deliver to the said Maharajah, without delay, a copy of the same under the seal and signature of His Excel lency the Most Noble Marquis Wellesley, Governor-General in Council, on the receipt of which by the said Maharanh, the present Treity shall be deemed complete and binding on the Honourable the English Last India Company and on the Maharajah Ram Rajah Bahadoor of Iravancore, and the copy of it now delivered to the said Maharajah shall be returned

(Sd) C MACAULAY

Ratified by the Governor-General in Council on 2nd May 1805

No XXVIII.

SUNNUD to the Maharajah of Travancops-1866

In recognition of your Highness's excellent administration of the Travancore State, I have directed that your Highness shall be addressed by the title of Maharajab in all communications from the British Government.

(Sd) John Lawrence.

Dated Simla, the 6th August 1.66

No. XXIX

ADOPTION SUNNUD granted to the RAJAH of TRAVANCORE-

Her Muesty being desirons that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpeturited, and that the representation and dignity of their Houses should be continued. I hereby, in fulfilment of this desire, convey to y u the assurance that, on failure of a turn-likers, the adoption by yourself and future rulers of your State of a successor, according to the Hind o law and to the on toms of your race, will be recognized and confirmed

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Frentes, grants, or engagements which record its obligations to the British Government

(Sd.) CANNING

11th March 1962

A similar Sunnud was granted to the Raigh of Cochin

7-COCHIN.

THE Rajas of Cothin belong to the pure Kehatriya caste, and claim to be descended from Cheraman Perumal, the last of the rulers over the territory stretching from Golaru in North Kanara to Cape Comoriu (See Malabar, 1976a)

In 1759 the Raja was attacked by the Raja of Csheut, who was expelled by the Raja of Tryancore, and, as a reward for the service performed on that occasion, certain portions of territory were transferred from Cochin to Travancore In 1776 the State of Cochin was conquered by Haidar All. It remained tributary and subordinate to Haidar, and sul sequently to his son, Tipn Sultan, until the peace concluded by the latter with the British in 1792, when the claims of Mysoro over Cochin were transferred to the British Government A Treaty (No XXX.) had inready been concluded with the Raja in 1791, by which he had agreed to become tributary to the British Government for his territories, which were then in the possession of Tij u, and to pay a subsidy of Rupees 1,00,000 annually. After the peace of 1792, the island of Chetiwa Monuquam was leased (No XXX.) to the Raja for ten years

In 1809 nn msurrection tool place in Coclim ngainst the British power, This was suppressed, and a fresh Treaty (No AAA1) was concluded, by which the Baja agreed to pay, in addition to the previous subsidy of one lakh of rujees, on annual sum equal to the cost of one battalion of native infantry, or 1,76,037 Arcot Rupces, making an aggregate payment yearly, in six equal instalments, of Rupces 2,76,037. The disposal of the subsidy, and the distribution of the force maintained by it, whether stationed within or without the territories of the Raja of Cochin, were left unreservedly to the British Government. The other provisions of the treaty were similar to those of the treaty concluded with the Raja of Travancore in 1805 (No XXVII). The annual payment due from the Raja of Cochin to the British Government was subsequently reduced to Rupces 2,40,000, being one-half the amount of the Raja's estimated in a nine of the time. At a later period it was fixed ut two labble, which is its pressit amount.

The late R 13a of Cochin, Rau Vurma, who succeeded to power on the death of his brother in 1853, received, in 1862 the night of adoption (Note to No. XXIX) for himself and fature rulers of Cochin He died in 1861 and was succeeded by Rama Varna, then 2x years of age, who, in 1871, was created a kinglit Commander of the Most Exalted Order of the Star of India.

Raja Rama Varmn died in 1888, and was succeeded by his brother Vira Kerala Varma, who, whilst heir-apparent, had been created a Knight Commander of the Most Emineut Order of the Indian Empire. He is now 46 years of age. In the Cochin as in the Travancore State the line of succession is through females.

The Government of India have consented to the exercise of jurisdiction over European British subjects in Cochin by the Cochin Courts in certain cases (See Trayancore, supra)

In 1865 certain fiscal restrictions in Cochin were removed. The arrangement differs from that made with Travancore only in respect to the inclusion in the guarantee of the average receipts from the import duity on foreign tobacco. The duties on the other articles specified were fixed with reference to the actual receipts of three previous years. In June 1871 Rapees 75,291-10-10 were paid as compensation to the Cochin Darbar. No formal agreement was concluded with the Cochin State

In 1869 a slight adjustment of boundaries was effected between the Cochin Darbar and the Madras Government. The modification is explained in a Notification of the 6th October 1870 (No XXXIII).

The nea of Cochm is 1,361 square miles, the population by the census of 1891 is 722,906, and the gross revenue about seventien lakks of rupees. The military force consisted in 1891 of 16 horeomen, 328 footmen, 19 gunners and 4 guns. The political charge of Cochm is beld jointly with that of Travancore by the Resident in the latter State. The Raja receives a salute of seventicen guns.

No XXX

TREATY concluded with the RAJAH of COCHIN in 1791.

Parampadapoo Valea Ramavurmah, Rajah of Coelum having solicited an allinnee with the Honourable United English List India Comp ny, which the Honourable the Governor in Council of Madris has accepted of, on condition that the said Rajah shall throw off all allegrance to Tippoo Sultan and become inhitiary to the said Honourable (ompany, Mr. George Powney, on behalf of the Hon urable the Governor in Council of Madris, has settled with the above said Rajah this Treaty, consisting of nine Articles.

ARTICLE 1

It is agreed that Rajah Ramavarmah of Cochin shall not swerve from the conditions of this Treaty, and shall faithfully adhere to them without diminution or reserve

ARTICLE 2

That the Hooourable Company's forces shall assist Ramavarmah Rajab fo recover the possessions wrested from him by Impoo Sultan, and shall render him independent of him

Article 3

ARTICLE

That upon the sail possessions or districts which are underwritten being recovered, Ramavarmah Rajah shall be put in full possession of them

Names of the Districts wrestel from the Rarah In the district of Nandevalam the following dependencies -Mooks apocram and Irjanscoodel. Mareranum Lodashere. Pooducadoo It the district of Parsyantianey the f Itoming dependencies -Tresl our Paragom and Paraman im Paravanttanny Yennamal el Chettal palles Tl e district of Tallapelhe The d strict of Paratton below The district of Mooblurkarah The villages of Telkaman slum The district of Kawoolspur In the district of Palvghatchery -Two I ills called TemmsIspooram. Vadamalapooram Between these di tricts holy, are Nanden Nalolesum In the darct of Chetwan and Manapooram --

Tireparate

Kaprah

Trevargeladom Church

Padanittanlum

The v llage of Cranganore

ARTICLE 4

That upon Ramavarmah Rajah heung up possession of the abovementioned districts he shull become tributary to the Honourable United English East India Company, and shall pay to the representative or delegate of the Honourable Governor in Council of Madans a yearly tribute, in the following manner: for the first year he possesses the aforementioned districts, seventy thousand Rupees, the second year, eighty thousand Rupees; the third year, musty thousand Rupees; and the fourth year, one hundred thousand Rupees; and ever after the last mentioned sum (Rupees 1,00,000) shall be annually paid by him. The yearly tribute shall be made in equal quarterly payments.

ARTICLE 5.

That in the event of any claim being preferred by any Rajah to the places and districts above mentioned within five years after the date of this Treity, it shall be entitled to a fair and impartial discussion, and be subject to the final decision of the Hononirable English East India Company's Government.

ARTICLE 6.

That in consideration of a Trenty which subsites between the Honoumble Dutch East India Company and the Rejah Ramavarmah of Goclins, the Honourable Governor in Council of Mailras, not wishing to enter into any condition which may not be compatible with the spirit of the Treat subsisting between the above-mertioned parties, it is agreed that Rajah Ramavarmah shall become trabutary to the Honourable English East India Company only for those districts and places before recited which were in the possession of Tippoo Sultan, and for which the said Rajab paid bim tribute, and with which the Honourable Dutch Company baye no concern.

ARTICIE 7.

That the Rajah Ramavarmah shall exercise a complete and uncontrolled authority over the aforementioned possessions, under the acknowledged sovereignty of the Honourable English Company.

ARTICLE S.

The Honourable English Fast India Company relying on the constancy and firmness of Rajah Ramavaramah's alhance and vassalage, and his continuing faulful to these engagements, it is agreed that no further demands shall be made upon him, and he shall receive that protection which the Honourable Raglish East India Company always give to their faithful tributaries and allies.

ARTICLE 9.

It is agreed that this Treaty shall be considered to have effect from the time (25th September 1790) Rajah Ramavarmah regained possession, by power

of the Honourable Company'a arms, of the districts and places wrested from him by Tippoo Sultan, and that from that period the said Rajah shall commence to pay the tribute mentioned in the 4th Article of this Treaty

Mark of the Rajah | Seal

Cochin, 6th January 1791

We, the President and Council of Fort St. George, hy virtue of the authority vested in us by the Governor General in Council of Fort William in Bergal, do acknowledge the within copy of the Treaty between the Honourable English East India Company and the Rajah of Cochin and declare th lunding upon all the said Company's settlements in India, and lave signed and scaled the same in Fort St. George, the 2nd February of the Christian era.

(Sd.) W Meadows
" Charles Oakeley
" John Hudleston

The Company s Seal

No XXXI

TREATY with the RAJA of Cocnin for the lease of Chettewall Manapooram

Whereas by a Treaty of peace concluded between the Honourable Company and Tuppos Sultan on the 16th March 1792 the latter ceded to the former in full sovereignty the province of Malahar, and whereas at the solicitation of the Rajah of Cochin a part of the province, erg, the island Chettewal Manapooram, exclusive of the Chercial lands of Pudewatara, Alume, and Kanru, in which last is the Rajah's temple of Trevangecolom and of the Pagoda Teriparatta, the Honourahle the Governor General in Council has directed shall be leased to the said Rajah for the space of ten years on the terms and conditions hereander specified provided they shall be approved and confirmed by the said Governor General in Conneil I, James Stevens, Faguire, supervisor of the province of Malahar, by virtue of the powers entrusted to me by the Honourable George Dick, Esquire Governor in Council of Boml ay, do bereby lease the said sland to the above mentioned Rajah of Cochin for the term aforesaid, on the following conditions.

It! —That the said Rajah shall pay annually during the terms aforesaid the sum of Ripees thirty thousand clear of all deductions of three instalments, the first of ten thousand Ripees on the 15th of Danoom, or December 28th, the second of the same sum on the 15th Makharom, and the remaining ten thousand at the end of Shingum 2nd —That the authority of the judicial courts established by the late Commissioners shall be in force throughout the districts of Chettewah Manapooram.

3rd —That the collections of the customs shall remain with the Honourable Company's officers, excepting goods belonging to the Rayth, which shall he exempted from duties provided that the Rayth shall certify that such goods on which he claims exemption are bona file his property.

4th—That in case any complaints shall be made by the inhabitants of Chettewah of oppression by the Rajah or his Karegaars, such complaints, when proved, shall be deemed sufficient cause for the lease of the island being cancelled and the agreement of no validity, and of course the collection of the island of Chettewah will be resumed by the Company's officers,

No. XXXII.

TREATY OF PERPETUAL FRIENDSHIP and SUBSIDY between the HONOURABLE THE ENGLISH EAST INDIA COMPANY BAHADOOR and the RAJAH of COCHIN—1809

Whereas an agreement was concluded in the year 1790 between the Honourable East India Company Bahadoor and the late Rajah of Cochin. by which that Rajah was to be put in possession of, and to hold on specific conditions as a tributary of the Honourable Company, certain districts therein enumerated, and Whereas the stipulations of that Treaty having been found insufficient, and the late occurrences in the Cochin territory having rendered it expedient that new engagements should be concluded which shall be calculated to prevent the authority and resources of the Cochin country from being employed in designs hostile to the British interests, and which shall be conducive to the advancement of the prosperity and welfare of both the States Wherefore the following Articles of a new Treaty between the Honourable Company and the Rajah of Cochin have been agreed upon and settled by the Resident at Travancore, Lieutenant-Colonel Colin Macaulay, being duly vested with authority thereto by the Honourable Sir George Hilaro Burlow, Baronet, Knight of the Most Honourable Order of the Bath, Governor in Council of Fort Saint George, on the part of the Honourable East India Company, and by the Rajah of Cochin for himself and successors, to be linding upon the contracting parties as long as the sun and moon endure.

ABTICLE 1.

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both, the Honourable the East India Company Bahadoor engaging to defend and protect the territories of the Rajah of Cochin against all enemies whomserur.

ARTICLE 2

In consideration of the stipulations in the preceding Article, the Rajuh of Cochin agrees to pay annually to the said Honourable Company, in addition to the usual subady of one lash (1,00,000) of Rupees, a sum equal to the expense of one battalon of native infantry, or Arcot Rupees 1,76 0 37, making an aggregate annual payment of Arcot Rupees 2,60,877, the amount to be payable in six equal kists, and the payment to commence from the first of May 1809, and it is agreed that the disp sal of the said amount, with the distribution of the force to be maintained by it, whether stationed within the territories of the Rajah of Cochin or of the Honourable Company, shall be left entirely to the Company

ARTICLE 3

Should it become necessary to employ a larger force for the defence and protection of the Cochin territories against foreign on wis son than is stipulated for by the preceding Article, the Rajah of Cochin agrees to contribute towards the discharge of the increased expense thereby incurred such a sum as shall appear to the Governor in Council of Fort Saint George, on an attentive consideration of the means of the said Rajah, to bear a just and reasonable proportion to the actual net revenues of the said Rajah, to

ARTICLE 4

And whereas it is indispensably necessary that effectual and lasting security should be provided against any failure in the funds destined to defray either the expenses of the perminent military force in time of peace, or the extraordinary expenses described in the third Article of the present I reaty, it is hereby stipulated and agreed between the contracting parties that whenever the Governor in Council of Fort Saint George shall have reason to apprehend such failure in it is funds so destined, the said Governor in Council shall be at liberty and shall have full power and right either to introduce a self-regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch or department of the Rajah of Cochin, or to assume and bring under the direct management of the servants of the said Company Bandoor such part or parts of the territorial possessions of the Rajah of Cochin as shall appear to bim, the said Governor in Conneil, necessary to render the funds efficient and available either in time of peace or war

ARTICLE 5.

And it is hereby further agreed that whenever the said Governor in Council shall signify to the said Rajah of Cochin that it is become nece cary to carry into effect the promisions of the fourth Article, the said Rajah shall immediately issue orders to the haregars or other officers, either for carrying into effect the said regulations and endianacea according to the tenor of the fourth Article, or for I along the territories required under the exchange

authority and control of the English Company Bahadoor, and in case the said Raph shall not issue such orders within ten days from the time when the application shall have been formally made to him, then the said Governor in Council shall be at liberty to issue orders by his own authority either for carrying into effect the said regulations and urdinances, or for assuming the management and collection of the revenue of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military funds, and of providing for the effectual protection of the country and the welfare of the people Provided always that, whenever and so long as any part or parts of the said Rajah'e territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor in Council shall render to the Rajah a true and faithful account of the revenues and produce of the territories so assumed Provided also that in no case whatever shall the said Rajah's actual receipt of annual income, arising out of his territorial revenues, be less than the sum of thirty five thousand Rupees, together with one fifth part of the net revenues of the whole of his territories, which sum of thirty thousand Rupees, together with the amount of one-fifth of the said net revenues, the Last India Company engages at all times and in every possible case to secure and cause to he paid for the use of the said Rajah.

ARTICLE 6.

The Rajah of Cochin engages that he will be guided by a sincere and cordial attention to the relat ms of peace and amity established between the English Company Bahadoor and their allies, and that he will carefully abstan from any interference in the affairs off any State in alliance with the said English Company Bahadoor, or off any State whatever, and for securing the object of this stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by the said Hajah, without the previous knowledge and sanction of the said English Company Bahadoon.

ARTICLE 7.

The Rayah of Cochin stipulates and agrees that he will not admit any European Strength and that he will apprehend and deliver to the Company Bahadoor, and that he will apprehend and deliver to the Company Government all Europeans, of whatever description, who shall be found within the territories of the suid Rayah without regular pasports from the Enghsh Government, it being the said Rayah's determined resolution not to suffer even for a day any European foreguers to remain within the territories now subjected to his authority, unless by convent of the said Company

ARTICLE 8

Whereas the complete protection of the said Rajah's territories may require that such fortresses as are stuated within the said territories should be dismantled or garrisoned, as well in time of peace as of war, by Britishitrops and officers, the said Rajah hereby engages that the said English Company Bahadoor shall at all times be at liberty to dismantle or garrison, in whatever

manner they may judge proper, such fortresses and strong places within the territories of the said Rajah as it shall appear to them advisable to take charge of

ARTICLE 9.

The Rajah of Cochin hereby promises to pay at all times the utmost attention to such advice as the boghethe Government shall occasionally judge it necessary to offer to him, with a view to the economy of his finances, the hetter collection of his reveouse, the administration of justice, the extension of commerce, the encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of the interests of the said Rajah, the happiness of his people, and mutual welfar of both States

ARTICLE 10.

This Treaty, consisting of ten Articles, being this day, the sixth day of May 1809, settled and concluded ut the palace of Angelanall, near Cochin, by Lieutenant-Colonel Colio Macaulay, Resident at Travancore, on the one part. on behalf and in the name of the Honourable Sir George Hilaro Barlow, Baronet, and Knight of the Most Honourable Order of the Bath, Govarnor in Council of Fort Saint George, on the part of the Honourable English East India Company, and on the other part by the Rajah of Cochin, for himself and successors, the Lieutenant Colonel aforesaid has delivered to the said Rajah one copy of the same in English and Tamul, signed and sealed by him, and the said Rajah has delivered to the Lieutenaot Colonel aforesaid unother copy, also in Tamul and English, bearing his seal and signature. and the aforesaid Lieutenant-Colonel has engaged to procure and deliver to the said Rajah, without delay, n copy of the same noder the seal and signature of the Honourable the Governor in Council, on the receipt of which by the said Rajali the present Treaty shall be deemed complete and hinding on the Honourable the English East Iodia Company and on the Rujah of Cochio. and the copy of it now delivered to the said Rajali shall be returned

Mark of the Rajah



(Sd) G H. BARLOW.

- .. W. PETRIE
- .. T OAKES.
- " J. CASAMAJOE

By the Honourable the Governor in Conneil

(Sd) A. FALCONAE,

Chief Secretary to Government,

Ratified in Council on the 17th October 1809

(Sd) MINTO

T. OAKES

G H BARLOW

J CASAMAJOR

By the Right Honourable the Governor General in Council,

(Sd) A FALCONAR.

Chief Secretary to Government

No XXXIII.

REVENUE DEPARTMENT

Fort St George, 6th October 1870

Whereas the Governments of Fort Saint George and Cochin having mutually to transfer one to the other the outlying portions to their respective territories noted in the margin, it is bereby noti-1 Tekamappalum belonging fied that the deshom of Telamangalum will benceto Cochin 5 rear forth be considered as an integral portion of the Porkaliam) Belonging to British possessions in India, and will form part Brit sh Go vernment of the amshom of Perur in the talun of Walluvanad and district of Malabar, and that the deshoms of Pirkallam and Kotni at present in the Porany taluq of the Malabar district will be included in the territory of the Cochin Sircar The Cochin Sircar bave agreed not to raiso the assessment on the cultivated lands in the last mentioned deshoins without the special sanction of the Government of Madras Waste lands will, however, be assessed as they are brought under cultivation, and lands in process of reclaimation will be assessed according to the terms of the Cowle deeds granted by

The transfer will date from the 22nd September 1869

the British Government

By Order of His Excellency the Governor in Council

(Sd) R A DALYELL. Acting Secretary to Government

[Note -From the Fort St George Gazette dated 11th October 1870 page 1309]

8-MALABAR COAST.

Or the three great ancient kingdoms of Southern India, namely, Chera, Chola, and Pandya, the first, Chera (a name which is still applied to the nad or district of Chera in Malabar), lay to the west, and included nearly the whole of the Malabar Coast. The rulers of Chera were locally styled Perumals (literally, great mea), and it is highly probable that in the third century, BC, the Malahar Coast had a well-organised form of government, for the Keralaputran (king of Kerala, a dialectic form of Chera, Cheram, Keram) is mentioned along with Chola and Pandya in one of king Asoka's rock cut inscriptions at Girnar. The history of these Perumals has been lost they are traditionally reported to have reigned for twelve years (the cycle of Jupiter), and to have held at the close of each cycle a great gathering of their feudatories at Trunavayi in Malahar. At this gathering feudal relations appear to have heen periodically revised.

The names of only three of the Perumals have been historically preserved, namely, Blaskara Ravi Varma, who granted to the Cochia Jews their deed of settlement about A D 700, Vira Roghava Chakravariti, who granted to the Christians of Cochia their deed of settlement in A D 774, and Sthanu Ravi Gupta, who granted a further deed of settlement to the Christians about A D 824. This last named Perumal was probably the last of the line, and identical with Cheramaa Perumal (hierally, great man of the Chera people) who embraced Muhammadanism and sailed for Arahia after abdicating his functions in favor of his great vassals, of whom the families of the Travancore Muharaja, the Zumoria, the Valluvanad Raja, and the Palghat Raja are represented to this day

The withdrawal of Cheraman Perumal to Arabia is attributed to the growing influence of the Zamorin. The date of this event is probably \$25 AD, the 25th August of that year being the initial date of the Northern Kollam era of the West Coast. The country bad probably been broken into petty States before Cheraman Perumal left India. The first Chief of Cochin was probably the Perumal's legal heir.

Malahar, as the British found it when the factories at Tellicberry (Talasser) and Anjengo* (subordinate to the Presidency of Surat, and afterwards

Anjutenguga (fine cocca nut trece)

[1637] of Bombay) were established, was ruled on feudal principles by four principal Chiefs The Kolattiri family ruled in the north, the Kottayam family (with their connections, the Kuramhranad family) in the eastern centre, including Wamad (Wynaad), the Kadattanad family, as feudatories of the Kolattin; in the western centre, while the Zamorin was generally acknowledged as the suzerain lord of all the south, except, perhaps, the small territories of the Vallahha or Valluvanad, and of the Palghat Rajas Subordinate to these were many chieftains with varying degrees of independence, ruling each his own portion of country termed a nad.

About the year 1864 the English began to trade in the Zamoiin's dominions, and in 1708 they obtained a grant of the fort of Tellicheiry in the north from the Kolattiri Raja, the limits of which they soon extended southwards by conquest from the Kurangott Najar In 1719, they received from this same Najar the right of exclusive trade in pepper. A similar privilege was obtained in 1722 from the Kolattiri Raja, in 1725 from the Raja of Kadattanad, ind in 1749 from the Kaja of Kottayam. The territorial possessions of the English were extended in 1735-86 by the acquisition of the island of Darmapatam and the fort of Madakara, and in 1749 the whole island of Madakara was obtained, with power to administer justice therein

So rapid was the progress of British influence that the English soon became entitled to exclusive advantages in purchasing the valuable products of the greater part of the Malabar country, and in 1760 they obtained from the Kolattir Regent the privilege of collecting customs duties within his dominions in consideration of a fixed quit rent of 21 000 silver Fanams, or Rupees 4,200 a year. They also obtained the motigage of Randitaia in payment of a loan which the feudal chieftains of that district (subordinate to the Kolattir Regent) had contracted. The grant of Randatara by the Kolattir Regent was confirmed by a subsequent agreement on the 23rd March 1765 by which time the debt had not heen paid off, and again on the 16th May of the same year the rents to he collected from the district were fixed, and the chieftains promised to be and remain faithful to the English and to assist them when required with 500 Nayars

Nos ANNIV to ALIII form some of the principal Engagements contracted with the Malabar and Kanarese Chiefs before the invasion of their country by llaudar Ali from Mysore. It is nunecessary here to enter into any

detailed history of these engagements, and the many similar agreements that were made hefore Haidar Ali's conquest *

The Zamorin claimed to be sovereign paramount over the smaller principalities in the southern districts of Malahar, and reduced most of them to subordination by force of arms This spirit of conquest was one among other reasons which led in the invasion of his deminions by Haidar Ali, who in 1766 reduced the whole country from Chirakkal to Cochin. The Chiefs of Cochin, Kurangott, and Randatara, subordinate to the Dutch, French, and English Companies, respectively, were allowed to retain their possessions, but the others were driven out and the management of their States was entrusted to Madamra, in south Malabar, and to Ali Raja, the Mappilla Chief of Cannanore in the north

During the war which broke nut between the British Government and Haidar Ali in 1768, the Malahar Chiefs who had taken refuge in Travancore and the British territories, reinstated themselves and held possession till 1774, when the southern Rajas were again expelled In the northern districts the Raja of Kadattanad submitted to Hardar, and the Kulattiri Regent was confirmed by Hardar in his possessions, and in Knttayam and Iruvalinad, on condition of paying tribute. In the treaty of peacet concluded with Tipu Sultan in 1784, the Raiss of Tanjore and Travancure were the only allies of the British whose protection was specifically guaranteed, and this left Tipu free to wreak his vengeauce for past acts of hostility on the part of the Malabar Chiefe who had co operated with the British against him at the siege of Tellicherry and elsewhere. In a few years Tipu again drave most of the Rajas and their families from the country by his attempt forcibly to convert them to the Muhammadan faith

In the war of 1790 the Nayare and Mappillas were encouraged to throw nff their dependence on Tipu Sultan by a promise of protection on condition of their becoming subjects and dependants of the British Government. Accordingly, on the 4th of May 1790, deeds were given to the Kolattiri Regent, to the Raja of Kadattanad and to the Regent of Kottayam, promising to include them as allies in any treaty which the British Government might make with Tipn A similar deed was given to the heir-apparent of the Zamonn After Tipu's troops were expelled from Kurangutt, the Nayar of that district was allowed to resume possession of his country, but he soon after renewed his con-

^{*} Mr. Loren a "Malabar" and his "Treaties, &c., relating to British affairs in Malabar" may be consulted for further details

§ See Mysors, 1976.

nection with the French in the settlement at Mahe and acknowledged his dependence on them The Mappilla ruler of Connanore sided with Tipu, but on the reduction of her fort she submitted to the British Government unconditionally Before the end of the year 1790 Tipu's army was driven out of the whole of the Malahar country, the Rajas both in the north and south were restored, and their territories, with the exception of those of Nelisharam, Vetal Hegra, Kumli, and Bangar (in the South Kanara District), were included in the cessions made to the British Government under the treaty of 1792

Commissioners were appointed in 1792 to enquire into the condition of the ceded districts, and to establish a suitable system of government and indical administration. The Rajas did not at first acquiesce in the assumption of the covereignty of the country by the British, but eventually egreements were concluded with them by which they engaged to submit to the control of the British Government, to pay tribute, and to grant the monopoly of the pepper trade. In December 1792 free trade was proclaimed in all intudes except pepper, but the attempt to maintain the pepper monopoly proved a failure, and the restrictions on the trade in that nitible also were removed in the following year, the British Government limiting its claims in payment in kind of a motety of the tribute to which, as sovereigns of the country, they were entitled

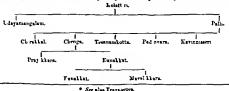
The first agreements which were made with the Rajas were temporary and generally concluded for one year only, until the resources of the country could be ascertained, and a fair trinhie fixed in proportion to the revenues Eventually the Rajas agreed to a joint collection of the revenues by their nwn inflicers and those of the British Government Inland customs were holished and taxes on expurts and impurits were levied by the British Government alone. Courts of justice were established, presided near by British inflicers, and in a short time the administration of the country was assimilated in that if the inther British provinces. Thereafter engagements were from time to time made with the Chiefs, but they were merely revenue engagements, which it would be ant of place to insert in the present collection. The earlier Eogagements made with them before they had lost their political status have been included as Nos XLIIV to LAII

The administration of the Malabar District was transferred from the Presidency of Bombay to that in Madras on the 1st July 1800 Finally, on the 15th November 1808, by which time the whole of the Malabar District except Cannanors had been taken under the direct revonue management

of the Company, an Engagement (No LXIII) was entered into with the Zamorin, guaranteeing to him and his family a malitana allowance, calculated at the rate of 20 per cent on the revenues of the year 1800-1801, of the territories of which he was in possession at the time of the Mysore invasion. Similar malikana allowances were granted to the other chieftains, but no formal engagements were made with them. The allowances were made liable to forfeiture on proof of disloyalty or misconduct. These malikana holders are not in any sense zamindars.

Mana Vikrama, the late Zamorin, or first Raja, of Calicut, received the personal title of "Maharaja Bahadur" in 1878 and was created a Knight Commander of the Order of the Indian Empire on the 25th May 1892. He died on the 6th August 1892 The malitana allowance to the family amoints to Rupees 1,31 000 in round numbers

The rule of succession in Malabar families is peculiar.* A father stands in no recognised legal relationship to his own children, who inherit their mother's property and ngt their father's. A Malabar taracad or family corresponds pretty closely to the Roman gent, with this fundamental distinction, however, that the members of the taracad trace their descent from a common necestress, instead of from a common ancestor. When the members of a taracad divide the common property among themselves, they heceme split up into suparate taravads, but when, as in the case of the taravads of these Rajas and Chieftains, a large part of the common stock is set aside for the maintenance of the family dignity, a number of separate branches, called tavalis, are in the course of time friend, with no bond to keep them from disintegration into separate taravads, except their interest in the common stock so set apart. These branches in the ruling families are usually called after the Kevitagams (king's houses) in which their members dwell. Thus among the Kolattiris the family has in course of time split up into many Kevitagams, or branches.



This family sprang originally, there can be no doubt, from that of the Maharajas of Travancore, as the two families to this day observe the custom of death pollution, and adoptions have more than once taken place from the Kolathri into the Travancore family. In all likelihood an adoption will in a few years again take place, as there appear to be no prospects of female heirs in the Travancore family. The Mavahikhara hianch supplied the last adopted heirs to Travancore.

The nominal head of the Kolattari family is the eldest female member (Achamma) of nil these Korilogams, or branches, and her rack is styled Muppasikanam (head dignity). She has however no share of the common stock set apart for the maintenance of her position. Subordinate to her the eldest five male members of all the branches succeeded by seniority to the following dignities—

- 1 The Kolattira
- 2 The Tekkalankur (Southern Regent).
- 3 The Vadakkalankur (Northern Regent)?
- 4 The Nalamkur (Fourth).
- 5 The Anjamkur (Fifth)

These titles are now practically in abeyance. There were many dissensions in the family at the time of the Raja of Bednui's irroption into Malahar (1782-89), and no consequence, in 1749, the Udayamangalam branch was cut off from succession to the larger portion of the family territory. Since that time the senior mals member of the Palli branch, styled the Raja of Chiral Lal, has been recognised as the head of the house.

In the Zamorin's family there are but three Kovilagams, or branches, 112 -

- 1 Kılakka (Eastern)
 - 2 Padinyara (Western)
 - 3 Putiya (New)

In addition to these the eldest female of all the branches, whose title is Ambidi Rani and who is nominally the head of the whole house, has a share of the common stock set apart for her in

4 The Amhadı Kovilagam

Subordinate to her the five eldest male members, who have also each a share of the common stock to which they succeed in strict order of secondly, are respectively styled.—

1 The Samutiri (or Zamorin).

- 2 The Eralpad (full title-Ernad Haukny Namhiyattiri Tirumnload). 3. The Munampad (full title-Ernad Munamkur Nambiyattiri Tiru-
- mulpad)
- 4 The Nalampad (full title-Itatturnad Nambiyattiri Tirumulpad) 5 The Anjampad (full title-Netiyiruppu Mutterati Tirumulpad)

It is unnecessary to give similar details regarding the other families mentioned above

Even in the Mappilla families in North Malabar, which are Muhammadan, the succession went in the female line Thus in the Cannanore family, which in addition to their estates on the mainland held possession of the southern Laccadive Islands, the chief male representative of the family was called Ah Raia, the prince of the deep or sea One of these was succeeded by his niece, whose husband died during the siege of Cannanore in 1790 lady was succeeded by her daughter and grand daughter. The last died in October 1861, and the Madras Government, mistaking the rule of succession. which requires that every heir must be descended immediately from a female. and imagining that females only could succeed, recognised ber distant female relative to the exclusion of her son But on the appeal of the son, Ali Raia, and after further investigation of the case, his right to the succession was recognised. He died in 1870 and was succeeded by his nephew, the present Alı Rata

This family of Cannanore, at first tributary to the Kolattiri, became independent about the middle of the last century After Haidar Ali's con quest of Malabar in 1766 the representative of the family became his pilly Cannanore was taken by the British during the war with Tipu in 1754, a i Indemnity was exacted from the Bibi, and a tribute of one lakh of rupter was imposed upon her (No LAIV) On the conclusion of peace with in a matters reverted to their former position, but when in 1790 war again be ont with Tipu the Bibi instigated the Mappillas against the Autor to Company's allies Cannatore was taken by storm, the possess on of Bibi became the right of the British Government by conquest, and i cluded in the cessions made by Tipn She was however all wed to a possessions on condition of paying a mosety of the produce of L r both on the mainland and in her five islands, amounting in al 4 540, as well as Rupees 10,000 per annum as a similar state c' and commercial advantages accruing from the Laccadives

Laccadive Islands.—In 1793 the Bibi of Canninore executed an Agreement (No. LXV), engaging to submit to the sequestration of the Laccadive Islands if it should be indered by the British Government. Commissioners were sent to investigate the resources of the islands, the treatment of the islanders by the Bibi, the abuses connected with her monopoly of coir, and similar matters. After a tedious negotiation a provisional Agreement (No. LXVI) was in 1796 signed by the Bibi, subject to ratification by Government, by which she engaged to pay Rupees 15,000 per annum to the British Government, but the rights of Government to the islands under the agreement of 1793.

with France and other considerations, negotiations for the surrender by the Bibi of her saversignty of the islands, for the reform of their administration, and far the freedom of trade, were not completed, and for many years the Lace

cadive Islands remained unnoticed.

In 1848, however, petitions from the islanders complaining of the oppression of the Bib, intracted attention, and a British officer was deputed to report on the outpiet. The Bib's resources having been much crippled by the damage caused by a recent storm, she was compelled to ask for a remission of the peshkash which had fallen much into arrears. The request was granted on the condition that she would introduce the necessary reforms into her administration, but as she declined to do so, the offer of remission was recalled and her lands at Cannanore were attached for arrears of peshkash in 1854 the Lucadives were sequestrated on a similar account and brought under British management. The island of Minicoy, which the Bibi claimed as her private property, offered upen resistance to the authority of Government, and was not finally brought under control till 1858.

The islands were restored to the Bibi shortly before her death in 1861, with a distinct intimation that, in the event of any nets in oppression or extortion being proved against her in her agents, Government would sequestrate the islands in order to compel the introduction of good government. During the rule of her son and successor, Ali Raja, the same maladiministration continued. Complaints on his part regarding the evasion by the islanders of the monopoly of coir were frequent, and countercharges were brought by them of oppression on the part of the Raja and his agents in collecting the dues. Enquiries conducted and the spot showed that the Raja's authority was completely in abequace in the three principal islands, and that he was powerless to enforce the monopoly. He died in 1870, and was succeeded

hy Musa Ali Baja, the present head of the family, but no improvement took place in the relations between the Baja and the islanders. At length, as there was no hope of any reform in the administration, as the Bija declined to abelish the monopoly, and as the arrears of peshkash had again accumulated to a large sum, the islands were uttached and their administration was assumed by the British Government in 1875.

In 1839 the Madras Government, being of opinion that there was still no hope of any permanent reform if the relands were restored to the Raja proposed that they should be declared to be British possessions, and that a compensatory nillowance should be assigned to the Raja. The Madras Government contended that legally the islands were already British territory, as in 1702 all the territories of the Cannanere Raja had become the possessions of the Company 1, conque t, only were included among the cessions made by Tripu. The Government of India eventually could not agree in the view that the islands were British territor. The peshlash being still in arrears, the islands continue to be administered by British officers.

Northern Laccadrees —The inhabitants of the four northern islands revolted in 1785 against the antionity of the Campanore family, and sought the prutection of Tipu, who in 1787 allowed the Raja to annex in lieu of these tslands a jagir out of the territory of the Raja of Chirakkal. This jagir was reoccupied by the Raja of Chirakkal in 1791 in claim to compensation for the loss of it was put forward by the Bibi of Campanore in 1821 and conceded by the Court of Directors. A sum of Rupers 5,250, in the form of a remission of the pe blash, is annually paid to the head of the family on this second. The islands form part of the Kausra district.

Laccadire Islands —In 1793 the Bibinf Cannanore executed an Agreement (No LXV), engaging to submit to the sequestration of the Laccadire Islands if it should be ordered by the British Government. Commissioners were sent to investigate the resources of the islands, the treatment of the islanders by the Bibi, the abuses connected with her monopoly of coir, and similar matters. After a tedious negotiation a provisional Agreement (No LXVI) was in 1795 signed by the Bibi, subject to ratification by Government, by which she engaged to pay Rupees 10,000 per anium to the British Government, but the rights of Government to the islands under the agreement of 1793 were in no way altered or relinguished. Owing to the breaking out of the war with France and other considerations, negotiations for the surrender by the Bibi of her sovereight of the islands, for the reform of their administration, and for the freedom of trade, were not completed, and for many years the Luccadive Islands remained innoticed

In 1848, however, petitions from the islanders complaining of the oppression of the Bih; attracted attention, and a British officer was depited to report on the subject. The Bibi's resources having been much empiled by the damage caused by a recent storm, she was compelled to ask for a remission of the peshkash which had fallen much into arrears. The request was granted on the condition that she would introduce the necessary reforms into her administration, but as she declined to do so, the offer of remission was recalled and her lands at Caunanore were attached for arrears of peshkash in 1854 the Laccadives were sequestrated on a similar account and brought under British management. The island of Minicoy, which the Bih claimed as her private property, offered open resistance to the authority of Government, and was not finally brought under control till 1858.

The I lands were restored to the Bibi shortly helore her death in 1861, with a distinct intimation that, in the event of any acts of oppression or extortion being proved against her or her agents, Government would sequestrate it is I lands in order to compel the introduction of good government. During the rule of her son and successor, Ali Raja, the same maladiministration continued. Complaints on his part regarding the evasion by the islanders of the monopoly of coir were frequent, and countercharges were brought by them of oppression on the part of the Raja and his agents in collecting the does. Enquiries conducted on the spot showed that the Raja's authority was completely in abeyance in the three principal islands, and that he was powerless to enforce the monopoly. He died in 1870, and was succeeded

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by Musa Alı Baja, the present head of the family, but no improvement took place in the relations between the Raja and the islanders. At length, as there was no hope of any reform in the administration, as the Rija declined to abolish the monopoly, and as the arrears of peshlash had again accumulated to a large sum, the islands were attached and their administration was assumed by the British Government in 1875

In 1889 the Madras Government, being of opinion that there was still no hope of any permanent reform if the islands were restored to the Raja proposed that they should be declared to be British possessions, and that a compensatory allowance should be assigned to the Raja. The Madras Government contended that legally the islands were already British territory, as in 1792 all the territories of the Cannanore Raja had become the possessions of the Company by conquest, and were included among the cessions made by Tipu. The Government of India eventually could not agree in the view that the islands were British territory. The peshbash being still in arrears, the islands continue to be administered by British officers.

Northern Laccadives —The inhabitants of the four northern islands revolted in 1785 against the authority of the Cannanore family, and sought the protection of Tipu, who in 1787 allowed the Raja to annex in hen of these islands a jagir out of the territory of the Raja of Chirakkal. This jagir was reoccupied by the Raja of Chirakkal in 1791 a claim to compensation for the loss of it was put forward by the Bibs of Cannanore in 1821 and conceded by the Court of Directors. A sum of Rupees 6,250, in the form of a remission of the pechkash, is annually paid to the head of the family on this account. The islands form part of the Kanara district.

No XXXIV.

TREATY with the PRINCE of CHEBICAL in 1756.

Anticte 1.

If the French or any other power should come against the English Company in any part of the dominions of the King of Colastria, which extend from Canharottu north to the river of Cotta south, the Prince of Cherical promises to assist them with all his people and erms and to use his influence to get succours likewise from the other powers

ARTICLE 2.

Immediately on a French fleet of ships appearing off or on, the Chief of Telligherry advising of their being seen, the Prince of Cherical promises to send fifteen hundred musketeers to the assistance of the English Company with such others after them as he can procure, as is stipulated in the above Article and further, in case a large Luglish force comes to Tellicherry and the Chief of Tellichery requests the Prince of Cherical to afford his assistance to expel the French from the country, he promises readily to give it to the best of his al ility on its being previously settled what part of the gain he (the Prince) is to have, the English proving successful

ARTICLE S

If the French or any other power comes against the Prince of Cherical, the English Company | romise to assist him with armed people, halls, powder, and loans of money

ARTICLE 4

Whenever the forces of the English Company act in conjunction with those of the Princes, the heads of these last are to be under the directions of the officer who may be as pointed from time to time by the Chief of Tellicherry to command the English forces

ARTICLE 4

All forces sent by the Prince of Cherical to the assistance of the English Company are to be paid by them in the manner of their own Nairs, as, on the contrary the forces sent by the English Company to the assistance of His Highness with the balls, powder, etc , are to be at his charge and expen e

Anticle 6

The trade and commerce of the English Company, in the dominions of Colastria, are to remain on the same footing as formerly, and the Prince of Cherical accordingly promises to put no impediments in the way of it, but to

use his influence to enlarge it; as on the other hand, the English Company promise to favor the Prince in the interest and affairs of his country, according to his necessities, as in times past.

No. XXXV.

THE ROYAL GRANT OF KING BADDACALAMCUR, REGENT OF COLASTRIA, dated the 9th September 1760.

ARTICLE 1.

Of our free and good will we confirm to the English Company all their grants and privileges in our kingdom, given them by our ancestors; also the agreement entered into with our younger brother, to be and remain unalterable for ever.

ARTICLE 2

Whereas all the pepper produced in our country is permitted by these impedament, also for them to in order the more firmly to to prevent the Dutch or any further coosent to the Comproper to frustrate it; and if, for this purpose, the Chief of Tellhehrry shall request our assistance, we hereby promise to afford it in hie mooner as he may desire it.

ARTICLE S

All vessels, of what kindsoever, drove on share by stress of weather or other accidents in the dominions of Colastria are, by the laws thereof, the the English Company, the English Company or part of our dominions, as no style any damage or loss necruing in the said vessels or her cargo, and to restore her to the Company for account of the lawful numera.

ARTICLE 4.

Having frequently experienced maleficent and disobedient behaviour in our heir, Unnamen Tamban, we are determined in reject him and take such other as, on consulting with the Chief of Helheberry, he may approve; though in case Unnamen Tamban returns in his obedience, with the Chief's consent, we will rathe him for our heir: and should any of our successors happen to be brotherless or nephwiless and be necessitated to constitute some other Prince more distantly ullied, their heir, we agree that he shall first advise with the Chief, for the time being, of Tellicherry, and not appoint him but with his approbation.

ARTICLE 5.

At the expiration of forty days we will come again to Tellicherry, and cause a calculate to he made of the amount customs we receive from the Company and those trading under their protection in our dominions, agreeable to which we will agree to accept of a certain stipend to he paid us annually in lien thereof.

AN OBLIGATION given by the King Regent of Colastria, the 9th of September 1760.

ARTICLE 1.

Whatever halances may be due to the Honourahls Company from the Princes of the palece of Palliquilote on the adjustment of that account with my ministers, together with that owing by the four Chiefs of Payenalt (who are the Achamars of Rundahterra) on Randahterra, with the interest thereon agreeable to their obligation, also the amount of what the King may he supplied with in his present exigency, his Mujesty obliges himself to discovered the control of the control o

Majesty herehy mortgages to the Company the revenues of those places.

ARTICLE 2.

The district of Randahterra having, for these eight or nine years past, been greatly oppressed with heavy reats and fines to its great detriment, and which, it continued, will end in the total rum thereof, particularly the pepper plantations there, whereby the Company will receive great prejudice, the King promises to allernate the reats of the said place, also to moderate the fines, by not letting them together exceed twenty-five per cent.

ARTICLE 3.

When the Company are paid the dehts abovementioned, with the interest that shall arise thereon, this obligation is to be null and void.

ARTICLE 4.

At the expiration of forty days, when the King comes hither and settlee the annual allowance to be paid him in heu of the customs of Tellicherry, etc., then also will be taken into consideration what part of the interest on the Achamar's debt can be remitted him.

A Privilege granted by the King Baddalamour, Regent of the Kingdom of Colastria, on the 22nd of November 1760, e.s., 9th of November 936, m.s.

Be it known to all that I, the King-Baddacalameur, Regent of the Kingdom of Colastria, taking into consideration the many servees, favours, and
assistances received by our Palace of Pally from the Honourable English
Company, as well in the time of our ancestors as in our come, especially in the
difference which was of late between us and our nephew, Prince Unnamen,
wherein we experienced a firm and faithful friendship from the Company; in
consequence whereof, by this our royal writing over and above all former
privileges, we give and grant to the said English Company our whole right
of collecting customs in all and every place under their protection, throughout
our dominions, from this day forward for ever, in lieu of which the Company
shall be obliged annually to pay us the sum of twenty-one thousand (21,000)
silver Tanams, wherewith we are satisfied, and against which our beirs and
auccessors have pothing to object, nor shall at any time; it being done of our
own free and good will and passed with our sign royal.

No. XXXVI.

AGREEMENT with the PRINCE of CHERICAL, 1765.

An Agreement made with the actual Prince Regent of Cherical on the 23rd of March 1705.

The Chief of Tellicherry's Declaration to the Prince Regent of Cherical on his assignment of Randauterra on the 23rd of Murch 1765, e.s.

In the year 940 (March the 13th) Malabar style, I, the Regent Prince Revyvarma, certify by this agreement

In the year 910, ditto 13, u.s., I. Thomas Byfeld, Esq., Chief of Tellicherry, do, by these presents, that I have consented the province of Randahterra shall he under the Honourable United English East India Company's protection, and for them to collect the rents and revenues thereof towards paying their demands due hy the Achamars, in the same manner as was done, practiced, and agreed upon formerly between my uncles, the Princes of Cherical, and said Hononrable Company in reliance of which heing punctually attended to by them, I have this day consented and given the same to them upon a promise made me on the part of the said Company by their Chief, Thomas Byfeld, Esq, that all necessary assistance for the good of my palace shall be afforded when required, agreeable to what has been observed in times past.

declare, in behalf of the Hononrable United English East India Company, that the present Prince Regent, Revyvarma, having put the province of Randahtera under their protection, and has ceded the revenues thereof to be recovered by them, towards discharging the amount of their demands on the Achaniars of the said province, confirming in full force his uncles' grants of the same, by a written instrument executed by him this day

These are to certify, all separate reats and immunities whatever, helonging to his palace therein, shall be preserved, and is hereby confirmed thereto, on the part of the Hon urable Company, in the same manner as was formerly observed and allowed of

(Sd) THOMAS BYFELD

No XXXVII.

TRANSLATE of an OLA, signed by the first King of Cotiote and delivered to Mr Thomas Byfeld, giving the sole privilege of exporting pleyer and cardamas out of his country to the Honourable Company, promising them succours when required, etc., dated the 31st July 1745.

Having discoursed with Mr Byfeld, who has been here concerning all transactions in general, I do agree that the English Company shall carry pepper and cardamoms not of my country no formerly, and that hereafter I will not permit any European nation so to do If they are desirous to secure their merchandize in this place I will instantly, upon advice thereof, give them a remedy for it, and should I want assistance the said Company are to afford them, and I will reciprocally supply them with what succours they, may stand in need of.

No XXXVIII.

ARTICLES of AGREEMENT with the KING of COTIOTE, dated the 23rd of August 1759.

ARTICLE 1.

If at any time the French or other power shall attempt to annoy any part of the Honourable Comp

shall have notice of such an

the King Regent for his assista number of his Nairs, or musketeers, that may be desired, not exceeding six thousand, and those who come are to be paid by the Company, during their stay in their aervice, as follows, viz , three measures of rice, Company's messure, and four bejus per day to every common Nair, and four measures of rice, same measure, and eight bejas, to every Moopa

ARTICLE 2

The Naire which the King may send to the Company's assistance are to he under command of such of the " (1) a Company (4) off care as me from time to time, he appointed by the '

is attended with an extraordinary of

on his beginning so to do, that . thousand Rupees, but if it should happen that hostilities cease before proclamation of peace, or a war hegun, and on that necount the King's troops are returned, and yet again he required, before the expiration of twelve months from their first coming, they are to be remanded without any fresh allowance being made the King though in case they should not be required till the commencement of another twelve months from the time abovementioned, another allowance of two thousand Rupees is to be made the King, as his then levying them will be attended with the like extraordinary expense as before And to the families of those who may die fighting in the Company's cause they agree to give them as follows riz, to those of the officers, from 340 Fanams to 750 Fanams each, according to their respective ranks, and to those of the common Nairs, from 120 to 240 each, according to theirs, in like manner as the King would do, which he is to declare by Ola and those who shall be wounded the Company will either cause to be cured by their or a Malabar dector, at their expense, or if they rather choose to obtain their own cure, 500 Fanams are to be given to each officer, and 150 to every common Nair, for that purpose,

ARTICLE 3.

Should the Company at any time or times require a number of the King's Nairs to their assistance, not exceeding five hundred, they are n t to make him nny levying allowance on such account, but only for what may be wanted from that number to six thousand, and provided that during the stay of a supply from five hundred upwords, the King resides at or on this side on Cotiote, the Company are to allow him two hundred Fanams per day for his expenses, exclusive of the two thousand Rapees (as per Article 2) to be given him on his beginning to levy his troops

ARTICLE 4.

For the better preservation of the friendship subsisting between the Company and the King, and for the freedom of their commerce in his dominions, the King promises not to suffer any European cation but them to and the Company are

the sum of twelve bun-

ARTICLE 5.

٠.

On any enemy's invading the King's territories the Company agree to supply him with powder, ball, finits, and other warlike stores at the praces under mentioned, together with the money and rice to the amount of 1,50,000 Fanams, including the smouth be may at such time he indebted, oll which, if the King repays within twelve months, no interest is to be charged, but if not, to run of ten per cent per onnum. The Company shall, however, first endeavour to accommodate mothers annically, but if the enemy will not intend to such propositione as may be judged reasonable, the Company will theu assist the King, in order to subject the said enemy, with men properly equipped with mortars cannot, etc., he definying the expense,

when

ARTICLE 6.

If the King should wage war ngainst any enemy (except the Prince of Cheral) the Company agree to assist bim with powder, shot, etc., at the prices below, together with money to the mount of 75,000 knuams, including likewise what may of such time be indebted.

ARTICLE 7.

On the Company's taking nrms offensively against noy power whatever (except the French), the King promises to afford them the assistance stipulated in the first Article of this agreement and on the same terms, and should the Company proceed against any of the fortifications belonging even to the French, the King engages out to assist them (the French) in any shape, but

contrarrance to man the Company's forts with his troops, if required, during the absence of their own forces on such expedition - but if the krench hence-forward grant the king's enemies succours of any kind whatever against him, he obliges busself to act in conjunction with the Company offensively meanats.

Prices of the warlike stores to be supplied the King, viz -

them whenever they may think proper.

Gnnpowder					at	46 I	apee	s per barrel
Lead					,,	60		per candy
Lead balls		•				66	**	,,
Iron			•			75		
Flints					,,	2	,,	per hundred
Goa paper				٠	••	7	,,	per ream,

Explanation.

The reason of this being convented to was, on being convinced [that his expenses are greater when he resides at any of those places than nt others, on account of the number of people who resort daily to him, and to whom he is by outtom obliged to give provisions

No. XXXIX.

ABTICLES of AGREEMENT made with the King of Cartinaad on the 30th December 1761.

ARTICLE 1.

The pepper, sandal wood, and cardamoms produced in the kingdom of Cartimaad shall be contracted for by the English Company without any imperation, and paying pepper, and

ARTICLE 2. .

If at any time it should happen that any vessel, whether large or small with the Honourable Com ashore in the kingdom of to the king, he promises

Company defraying any expense the King may be at in placing guards for the better safety thereof.

ABTICLE 3

Any person or persons who may desert the Honourable Company's service whether with arms or without, if found in the kingdom of Cartinaad, the King ohliges himself to seize and send hack, provided that on his application for pardon it is granted

ARTICLE 4

In future become the English Comcontinue punctual to their engageid countenance them, but those who
to the King, he obliges himself to

compel them or their heire to satisfy what they may be indebted to the Company

ARTICLE 5

On any enemies commencing bosthities against the English Company, if they have occasion for the King's assistance, he engages to supply them with five thousand musketeers till such occasion may subside, the Compuny paying them in like manner as the King shall advise himself does, and contrativise, when an enemy shall commence bostlittles against the King, or if it should happen that any of his subjects should rise in rebellion against him, the Honourable Company promise to assist him with their troops, ball, powder and arms, as far as they are alle, the stores at the same prices their friends have them at, and the King obliges himself to pay for them immediately on their being received

No XL.

AN AGREEMENT made by ALLY RAJAH of CANNANGRE with THOMAS HORGES, ESQ, CHIEF of TELLICHERRY, making God witness for remaining in good union with the Honourable English East India Company, 1759.

ARTICLE 1.

If at any time the French or any country powers of Malahar shall design to come against the Honourable English Company, or said Honourable English

Part I

Company propose going agust any of the abovementioned, I oblige myself by this writing to act entirely on the part of the Honomirble English (company, and to assist them readily with three hundred (300) man armed with my firearms, at all times that the Chief of Tellicherry shall advise or ask

occasion of more of my musicteers, I will assemble as many as I can and supply the Company with them on the above-mentioned terms

ARTICLE 2.

I have this day borrowed of the Chief of Tellncherry, Thomas Hodges, Eq. on the Honourable English Company's account, threen thousand (18,000) Bombay silver Rupees. For this money I oblige myself to deliver, weighed in Tellncherry, pepper to the amount of the said shirteen thousand (13,000) Rupees from the beginning of Jannary to the end of March 1750 c. s. (335 ms) at the price that the Honourable Company shall contract for it with their own merchants in Tellncherry. And in case the above written is not fulfilled and the time limited exceeded, I bereby give the Company free liberty to take my vessels to the amount of what I may be indebted on this account and to confirm what I declare I have passed this with my sign in Tellicherry this 7th day of March 1750 cs (334 ms)

No. XLL

ARTICLES of the FIRMAUN granted by the RAJAH of BEDNORE to ROBERI GAMBIER and the GOVERNOR, CHARLES CROM-MELIN.

Robert Gambier laving applied to us through Vishnoo Sabayet about some privileges and our leave to build a factory at Donor, therefore we have granted him, is Vishnoo Sabayet applied in his name, our permission to build a factory at the Bar of Onore, nader the province of Chandore, for which purpose we have granted our hierly to amount thereon in all 21 large and small carriage guis. The English shall not pay any ground rent for whatever houses they or their servants hind within the place granted them, but if they build any houses without that place, they must pay ground rent for them.

ABTICLE 2.

That the English or their servants have free liberty to go up country and pass backwards and forwards in our dominions as they please, and all the Rajah's officers and subjects must show them all proper respect

ARTICLE 3

Whatever goods or merchandize the English or their broker shall bring into their factory at Onoie, or import into Mirzee river (except horses), they shall pay on the amount they are sold for only one and a half per cent customs tolliduries, etc., officer's fees included.

ARTICLE 4

If the English or their servants import any goods at Campta they shall also piy only one and a half per cent customs, except on supar, dry dates, wet dates, Lissmisses, cocoanuts, copra chalb murgest, tobacco, optium, cotton, salt, b imstone, and toothenague on which they shall pay customs as other merchants

ARTICLE 5

If they export any country goods they shall pay the country customs, and if they import any goods at any place except Mirzee, Campta, and Onore they shall pay customs as other merchants, except on gold and silver, on which ac customs shall he charged, in case their goods remain unsold and they choose to export them again they shall not pay any duties

ARTICLE 6

If they cannot sell their goods at the places allowed them, and they choose to cury them inland, they have full liberty to do so and our killadars, etc. officers shall not on any account molest or impede them

ARTICLE 7.

After they have paid the customs at the place allowed them, if they chose to carry their goods inland, they shall pay two Pagodas customs for as much as one man can carry of broad cloth, cutness, velvets, and silk as far as Madura, and if they go beyond Madura then they shall pay the usual contant customs, and in east they constructed the way they must pay the usual customs of the place at which they sell, but on all goods carried directly from Onore to Bing-jah, they shall only pay customs of one and a half per cent, at Onore, and then no further customs till they come to Bing-jah.

ARTICLE 8

It the merchants or people to whom the Eaglish sell their goods shall make any disputes or delays about paying them their money, our killedars, return money, return money, and the control of their money, and the control of their money, and the control of the co

and our killadars, English on this secount.

Part I

ARTICLE 9.

Nobody must go into the English factory by force; if they do, and the English complain of them, our killadar, etc., must do speedy justice and

ARTICLE 19.

In his manner if any of the Rajah's people run away they must deliver them 1 e shall steal any-thing l e jects must assist the Ei If the English upport any goods as necessaries they shall pay no customs on them

ARTICLE 11.

The English must not kill any cows, oxen, or men in our dominions.

ARTICLE 12.

Trans line made as booted ton end to the Pool to as to be as 1-3

ARTICLE 13.

If any oxen with pepper, beteinut, or other goods come down from inland (or any part of our dominions) belonging to the English, the custom-man must settle the customs directly.

ARTICLE 14

The English have free liberty to cut timber, stone, and wood to huld their factory and repair their loats, etc., with, but in case they want to cut any masts and timbers to build ships with they must first obtain our permission.

ARTICLE 15.

All ships, grahs of war belonging to the English, have free liberty to import and export without paying any anchorage duty

ARTICLE 16.

The English have anchorage duty, killadars, etc., officers' perquisites, and all fees included, in one and a half per cent.

ARTICLE 17.

Whatever pepper the English bring from Bringali shall only pay half a Pagoda customs at Gersipah, and the Banda Bayd custom-men must always come immediately when the Englishmen send for them, and in case they do not come, the English may carry their pepper on to Gersipah without paying customs and settle 4ll their customs there

ARTICLE 18.

The English have free hierty to settle their factory in Bringah, and we are well pleased that the Rajah of Bringah should carry on a good friendship with the English according to the Firmann grunted them by the late Rajah Samsunker Naique

No XLII.

ARTICLES of the FIRMAUN granted by the BRINGAR RAJARI in 1758.

ARTICLE 1.

Whatever pepper or betelmit you purchase in my dominions, the country of Bringah, you shall pay for my duties, customs, and perquisiten and those and my and in Fanam .

Pagoda; and in case the merchants shall all agree to make any allowances to my custom-master, you nhall pay your proportion only.

ARTICLE 2.

Wheterer pages belongs to me or a produced in my dominions as Rajah to mny one else, but you ther merchants between the you do not buy it between

those months, you shall not hinder or object to our selling it to any one else And in case my disputes shall arise between you and the merchants of my country, I, the ltajah, vill oblige them to deliver their pepper at the price you have settled them, but in the recovery of your private debts I have nothing to do

ARTICLE 3.

If you choose to advance my money to the merchants, and will do it in the presence of my parpadar and secretary, I will then make all such advances scene to you.

ARTICLE 4.

Whatever ground you want to build a bankshall on, and for your servants, sepoys, etc. I give to you without any ground rent or fees, and to

mount six small guns on it to secure the Honaurable Company's treasure and goods, and that a good understanding and strict friendship be carried on between us.

ARTICLE 5.

In case any dispute happens between yaur peaple and mine you are to amoner, if any at my people are nigured by yours, I will apply to you and you shall do justice; and if any af my people choose to take your service you shall not employ them without my leave; nar will I employ yours, but with your conseat abtained in the same manner.

ARTICLE 6.

If any of my merchants awe you any money, you have fall power to recover it, and I will not interfere; but if you cannot recover it yourself, I will assist you and settle the dispute.

N.B -An bir is equal to un Onore candy, or very few pounds less.

ARTICLE 7.

All goods you bring into my country shall pay only two per cent customs, and if you do not sell the goods you may export them again without say customs.

And the customs which all merchants pay on pepper amount to upwards of four Pagodas per candy, so that deducting the ane Pagoda and a half Fanam, and also the two and a half Fanams allowed on each Pagoda, the abatement in his duties will exceed six Rupees per candy.

The allowance mentioned in the first Article to be made to the Rajah's custom-master, means a trilling annual present given to him by all the merchants at Brancab.

No. XLIII.

FIRMAUN from the RAJAH of SOUNDAH in 1760.

Wekrum Servecher, Margeser Buboots Dismey, or about the 24th of December 1760

Sereipnar Nao Maha (Mibhoo of Sonndah) Sevajee Mudoo Sudasaw Rayenderoo

This Firmaun is granted note Robert Gambier, belonging to the Honourable English East India Company, at Oaore according to the application made to us by Lurimycant, who has desired to enter into an engagement with us about the Pepper produced in our dominions: we, therefore, have granted you this writing, whereby we nilow you full liberty to purchase all the pepper produced in our country, of the Zazendars or Prezaguls, except what is due unto sfor our customs Habaday, and all other fees included, eleven Chanourer Pagodas per each Neese; and this liberty we grant you for the full space of one year, and have accordingly issued the necessary orders to our custommasters and officers.

(Sd) RAJAH OF SOUNDAH.

N B.—A Chanouree Pagoda is about three Rupees and two quarters and a Nasse about twenty manuds and three quarters of Onore weight.

No. XLIV.

CHIEF of TELLICHERRY'S KOWL to the NORTHERN RAJAHS-1790.

In the name of the Hononrable English East India Company and the

do every thing in their power to render you independent of Tippoo Sultan. And as you have agreed to enter into an alliance with the Honourable Company on the same hass of firendship that formerly subsided hetween both parties, and as you have also agreed to grant receipts for such supplies as you may receive from the Honourable Company and to settle for the same hereafter, I do hereby further assure you that, in any future Treaty that may take place between the Company and topy, you shall be included and considered as an ally of the Honourable Company, In witness whereof I have hereuito set my hand on the Honourable Company's seal, and you have affired your hand and seal at Tellicherry this 4th day of May 1790.

(Sd.) ROBERT TAYLOR.

The same was granted to Porlating Codarvarma, Rajah of Cartinaad, under date of the foregoing month and year; and to Karlavarma, Rajah of Cotiote.

No. XLV.

COMMISSIONER'S AGREEMENT with the RAJAH of CHERICAL for one year, 1792.

Ist.—That the Rajah shall remain with all the Rajahs and authority of orenment, subject only to the control of the Company if he abuses this authority by oppressing the inhalitants,

2nd.—That a dewan on the part of the Company shall reside at the Rajah's principal place, whose business it shall be to enquire into any complaints of oppression and report them to the Chief of Tellicherry that measures may be taken to remedy the grievances complained of.

3rd —That two persons on the part of the Company and two on the part of the Rajah proceed and make a valuation of the revenues of each district.

4th —That as soon as possible it shall be settled what each subject is to pay to Government, in order that no oppression may take place by demanding more, that when these accounts are settled copies of them shall be lodged at Tellicherry.

Bih -- That in the month of October next it shall be settled, according to the appearance of the crop, what tribute the Rajah shall this year pay to the Company to be fixed in Rupees

6th —That after making an estimate of the quantity of pepper which will fall to the Government's share, all that quantity shall be delivered to the Company in part of tribute at a price to be fixed in December next; if it amount to more than the tribute, the Company shall pay the difference

7th - That for what may remain with the ryots, merchants to be appointed by the Company shall have the exclusive privilege of purchasing and to be protected in this by the sid of Government, having also some people of the Company with them to show that they have the Company's protection

6th.—These general principles being agreed on, any lesser points that may be necessary from time to time to adjust, shall be settled by reference with the Chief of Telliberry.

It is understood that the present arrangement is not meant to be perpetual, it is meant as a trial how far the authority of the Rajab can subsist consistently with the good and security of the subjects, and is not to continue in force unless approved by the Honourable General Abcreromby on his return to the coast.

(Sd) W. G FARMER.

4th May 1792.

A similar engagement was made with the Rajah of Cartinaad on 26th April 1792

Also with the Rajah of Cotiote.

Madraa Presidency-Malabar Coast-Chirakkal-No XLVI Part I

revenue and for the administration of justice, the said Rajah obliges himself to agree to such regulations as it is thought fit to make, and in general at all times to agree to whatever the Honourable Company may think fit to ordain for the hetter management of their country and the improvement of the reveoue.

ARTICLE 9.

Acy minister or other persons employed by the Rajah in the government of the country or the collections of the revenues to be with the consent of the Honourable Company by their representatives; if at any time acy of them misbehave they are to he dismissed.

ARTICLE 10.

Acy disputes which may arise relative to the reveoues between the Rajah and persons in the Cherical country shall he enquired into by the Chief of Tellicherry, and if on enquiry the demands of the Rajah are jost, the aid of the Company's forces shall, if requisite, he given to compel the payment of them.

ARTICLE 11.

The assessment for this year being rated at so low a sum as Rupees fifty thousand on the representation of the Rajah of the rained and uncultivated state of the country, the Rayah engages that his representation is justly fonaded, the Company received the Malabar country in preferance to more valuable countries in order to afford their protection to the Malabar Rajahs and people; the return due from the Malahar Rajahs is justice and good faith as to this -- .- s respect is a hreach of the original acreed . liberty to cootinue their protection or not agreements ara for one year and subject to the approval or disapproval of the Hononrabla Major Geograf Robert Abercromby, Governor of Bombay.

Signed the day and year above written and sealed with the seal of the Honourable Company.

Rajsk'a Sed

(Sd.) WILLIAM G. FARMER.

WILLIAM PAGE.

Honourable Company's Seal

Witnessed by

JAMES HARTLY.

PETER PARE TRAVERS.

A. MACLEAN.

Sr. LAFRENAIS.

A similar agreement as the shore was, on the 23rd day of the month of October 1792, concluded at Tellicherry between the Commissioners and Porlatiny Codarvarma, Rajah of Cartinand, with only this difference—" He agreed to give 30,000 rupees for the talcoks of Kooteepor, Bergeirah, and Kavil, and the periods of his instalmenta were 15,000 Bombay Rupees on the 10th February 1793, and the remaining 15,000 Bombay Rupees on the 10th May 1793."

A mar for company of the firm of the contract of the case of the case of

Octob

rupees for the talooks Caderoor, Pauchy, Cuttindy, and Tamoracherry, and the penods of his instalments were 10,000 rupees on the 10th Tebrnary 1793, and the remaining 10,000 Bomhay Rupees on the 10th day of the month of May 1793."

No. XLVII.

AGREEMENT with the RAJAH of CHERICAL regarding the ADMINIS-TRATION of his country.

Whereas an agreement for the Malabar year 868, or a D 1792-93, was executed by Revyvarms, Rajah of Chencal, with William Gamul Farmer, Esquire, and Major Dow, Commissioners, appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast way with Typop Sullan; in which agree-

spulated, Istly—That on the part of the inspectors to ascertain the exact amount

ievect as well from the Linu revenues as the customs, to the end that if more be realized than the sum therein stipulated, the surplus he paid to the Company, 2ndiy—That a more full and particular account shall be firmed as soon as possible of the country, for which end the said Commissioners shall also have a right to spoint inspectors, 2ndiy—The said Rajah of Chenical does in the said agreement hind himself to agree to all such regulations and rates as shall be formed for the collection of the revenues and the administration of justice by the Commissioners then expected from Bengal on the part of the Governor General of India, and 4this and lastly, by the said agreement the Rajah does contract and hind himself in general and at all times to agree to whatever the Honourable Company may than fit to ordain for the better management of the country and the improvement of the revenue;

And whereas since the date of the above agreement Sir Robert Abercombly, the Governor of Bombay, and Messrs Duncan and Boddam, Commissioners from the Governor-General, having come to the Malbar Coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commissioners for the Malbar Coast did, in conjunction with Mr. Farmer, Mr. Page, and Major Dow, Commissioners, Mr. Page, Mr. Page, and Major Dow, Commissioners, Mr. Page, and Major Dow, Commissioners, Mr. Page, Mr. Page, And Major Dow, Mr. Page, Mr. Pag

sioners from Bombay, determine that there should be established one civil government subordinate to that of Bombay with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner already particularly set forth and fully notified in the Governor of Bomhay's circular letter to all the Rajahs, under date the 30th March 1792,* in pursuance of which arrangement, as well as of the aforesud agreement of 1792, it was again in the subsequent month of July 1793 further stipulated and agreed between the Commissioners above named on the one part, and the said Rajah on the other part, for the purpose of mataning more full and satisfactory information as to the revenue funds of the districts subordinate to the said inspectors or collectors should be appointed on the part of the Company to carry on the collections jointly with the officers of the said Rajah for the space of one year in conjunction with the Cancongoes who, it was also agreed, should be appointed as permanent or perpetual registers on the part of the Government .

And for as much as the great number of inferior chowkies, for the collection of Soongham or duties and tolls on merchandize, were found materially to discourage trade and thereby keep back the amprovement of the country. it was further agreed upon and ordered, in view to the general good, that all the said inland districts, tolls and customs places for the receipts of them should be from the date of that writing or ekrarnamab, ttz , July 1793 for ever done away and abolished, and that the duties on merchandize should be only collected on exports hy sea or land to or imports from the countries heyond the Honourable Company's province of Malabar, that is, from Cavay to Cochin, and as the duties thus remaining to be collected would be levied solcly on the trade with foreign countries, with whom the connection can only he maintained and cultivated by the Company's Government, so it was agreed that the management of these residuary duties should be and remain with the Honourable Company to be regulated or diminished as to their rates as might hest sout the pullic interest with foreign nations

In pursuance therefore and execution of the above quoted agreement of 1792 and July 1798, as well as in view to what has been already agreed on with the body of the Rajahs and determined on and confirmed by the Supreme Government that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations shall continue under the management, superintendence, and pirection of the gentlemen appointed for that purpose on the part of Government, and for as much as the period " July 1793, for the joint collection of be Company in conjunction with the , James Stevens, I squire. senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the Dat 1 + - C lof Rombe lal further stil ulate and agree for and India Company with the said Paga bim, the said Rajah, and his

Agents the district of Cherical in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority, as more particularly specified in their booknmnamah or instructions of the Honourable Company's Canoongoes appointed and confirmed by the above quoted agreement of July 1793, permanent Registers on the part of Government) for the term of five years commencing nn the 1st nf Canny 970, or September 1794, nn the following conditions -

That the said Rajah, his Minister or officers, shall not collect any other taxes than those included under the head of Negady with the customary tax for the charges of collection, the abolition of Perishantrum from the Monilas being hereby confirmed, as well as the anzzar, or offerings at the feast of Honnom and Barbeir.

That such parbuties and inferior officers as have assisted the Company's tehseeldars in the collection of the revenues shall ant be removed unless they may be found guilty of peculations or other misbehaviour, and of which sufficient proofs shall be given to the supervisor or superintendents before their removal can be acquiesced in.

That this agreement shall be submitted for the revision and approbation nf the Honourable the Governor-General in Council after which, and not ntherwise, by his confirmation, it shall be deemed complete and declared not to be deviated from during the term of five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talooks beforementioned without any deduction whatever at three instalments, viz, the first on the fifteenth Dannoo, the second on the fifteenth of Meddom, and the third at the end of Cheengum, Rupeee .

For the year 971 at the same periods and equal

propor	tion th	e sum e	of Rupe	es		1,10,000	
For the ye	ır 972	dıttn	ditto			1,15,000	
For the year	ır 973	dittn	ditto			1,20,000	
For the year	ar 974	dıtto	ditto			1,20,000	

As the date of this agreement is posterior to that fixed for the payment of the first kist, according to the rule observed in the other talookas, it is acreed that one-half of the sum payable for this season should be due on the end of Meenom, and the other half at the end of Shingam.

No. XLVIII.

TRANSLATION of the AGREEMENT of the RAJAH of CARTINAAD (Codarvarma Rajah) 1793.

Whereas I entered last year into an agreement with Mr Farmer and Major Dow (Commissioners on the part of the Bombay Government) for the revenue of the current year 968, containing among others the following Articles --

"That a Resident or dewan on the part of the Company shall reside in the Rajah's principal place, whose business it shall be to enquire into my complaints of oppression and report them to the Chief of Tellicherry that measures may be taken to remedy the grievances complained of

"That two persons on the part of the Company and two on the part of the Rajah shall proceed and make a valuation of the revenues of each district.

"That as soon as possible it shall be settled what each subject is to pay to Government in order that no oppression may take place by demanding more, that when these accounts are settled copies of them shall be lodged in Tellucherry."

And wherers since the date of thin ahove agreement Sir Robert Abercromhy, the Governor of Bomhay, and Messrs, Duncan and Boddam, the Commissioners from the Governor General, having come to the Malakar Coast bave, in conjunction with Mr. Farmer, Mr. Page, and Major Dow (Commissioners from Bombay), determined that there shall be stablished one eivil government subordinate to that of Bomhay, with suitable Court of Justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan, in the manner alrendy particularly set forth and fully notified in the Governor of Bombay's Circular letter to all the Rajahs, under date the 30th of Merch last

In execution and pursuance of that part of the aforesaid agreement of
any shell have inspectors of the
Bombey did jointly appoint in
the name of sershtadurs, who

have collected and delivered in certain accounts of the former and present value of the country, which aerishtadura accounts are, from the abstraces of time allowed to make the mapection, not nearly so complete or perfect as is requisite to enable the Company's Government to fix at present, with sufficient regard to the interests of the inhibitiants of the country at large (which constitutes its primary object) the Jumma that should according to justice and egoty be payable from all and every part thereof. It is therefore agreed that, for the purpose of obtaining more full and astisfactory information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company to carry on the collections jointly with my officers in conjunction with the Canoongoes who are to be appointed as permauent registers on the part of Government

And as the great number of inferior chowkies for the collection of sconghum or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep hack the improvement of the cuttry, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls, and the places for this recepts of them, be from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to or imports from the countries beyond the Honourabla Company's province of Mislair, that is, from the Cavay to Cochin, and as the dottee that will

thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated be the Company's Covernment, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished us to their rates as may best suit the public interest with foreign nations, but it man of mine shall remain with the Company's custom-bouse officers to keep comparative or check accounts of the collections

The ubove agreement was executed by the Rajah of Carinnaad on the 19th of June in Mr Duncan's presence

No. XLIX.

ARTICLES OF AGREEMENT between WILLIAM GAMUL FARMER, ESQ, and MAJOR ALEXANDER Dow, on the part of the English East India Company, nod Veravarma, Rajah of the District of Corimnaad, concluded at Calicut this twenty seventh day of May in the English year 1792, and in the 17th of Malabar month Errayam 967 year.

The whole of the country formerly subject to the cutcherry of Calcut being ceded to the English Company by the Nawab Tippoo Sultan is become the property of the said Company, and they alone are the rightful sovereigns of it, to whom obedience is due.

2nd.—That the said William Gamnl Farmer, Esquirs, and Major Alexander Dow, being deputed by the Honourable Major Geoeral Abercromby to receive possessions of said to settle the countries so ceded by Tippoo Sultan, and particularly to fix a revenue for the present vear, have agreed with the said Rajah Veravarma that the several distincts comprised under the government of Corinnaad, in the Schedinis delivered by Tippoo Sultan and mentioned below, shall be delivered und to the charge and possession of the said Rajah, who is to not an manager on the part of the Company to collect the revenues doe from the country, to definitive facilities, and preserve the peace and quete of the country. The talcols included in the government of Corinnaad are as follows —

Cusha Corimnsad Kolehsat Thylumpooram Poraye Payumad Payumadla Warrakumpooram In all seven talooks.

3rd —That it appears from necounts delivered by Shaminsth Putterab, the karregar of the Zamorin, that the revenues of these even talooks was this year rated at five lakes twenty seven thousand five hundred not nuety-mus kanams, or Rupees one lakh thirty-one thousand eight hindred and ninety-

nine three quarters and six reas, although the whole was not collected the said Rajih Veravirma agrees however to pay for the said talooks into the hands of the Resident of Calieut the sum of one hundred and forty thousand Rupees for one year, recloning from the 1st September 1792, which is the beginning of the revenue year and ending the 31st August 1793, on three different parments as follows—

- On the 1st of January 1793 one third or forty six thousand six bundred and sixty six Rujees and two-thirds
- On the 1st May 1793 one third, or forty six thousand six hundred and sixty six Rupees and two thirds
 - On the 1st August the sum of forty six thousand six hundred and sixtysix rupees and two thirds

Which said sum of one lakh and forty thousand Rupees the said Rajah agrees to pay on the h pes of being continued in this country when the arrangements of it are perminently satisfa

- 4th —That any balances due from the said talools for the revenues of the present year shall be recovered by the said Rujah on account of the Company and paid to them
- 5th—That the foregoing Articles are meant only to settle the payment for this year. Any regulations which the Company or their representatives may hereafter choose to make, relative to the revenues or to the administration of justice, the said Rajah agrees to submit to
- 6th —All it o pepper produced in the said districts shall be delivered to the Honourible Company, the quantity to be settled by n survey to be made in the month of January next, and the price at the same time to be fixed

Signed and scaled with the scal of the Honourable Company, the day and tear above written

(Sd) WILLIAM GAMUL FARMER

,, ALEXANDER DOW
,, JOHN AONEW

A W HANDLEY

Witness,

Mark of Veravarna Rajan, and seal

Nitness to the above s

Witness to the above signature,

JOHN AGNEW

A W. HANDLEY

No L.

Translation of an Ekrarnama from Vlravarma, the Rajan of Corimnaad—1793.

Whereas I did on the 18th of May present to the Commissioners an application setting forth (among other points) "that the country of Communad consisted of five talooks, its, Cusha Corimmad, Kohead, Pynear, Pyorimalla, and Poorwye, and that all the said talooks being committed to me from the beginning of 809. I requested that, for the purposes of establishing or fixing and assessing the revenue and for making the collections, to the end that whatever money shall be realized in the said talooks such officer may superintend, and that I may, in conformity to that account, enter into writings with the Company, and receiving credit for or deducting whitever the Company may allow for me and my families' disbursements and for the temples, Brahmins, Chetters, etc., I may pay the remaindent into government according to the stated periods and receive my receipts"

"And further that whereas Mr. Farmer had, in pursuance of the Company's order, placed Py cormula, Pynan, and Poorwy in my clarge, I hall conform, after the expiration of the appointed term, to such ariangement as the Honourable Company may make concerning three places, previding however that if the Poorwy e country shall in consequence of the order of government fall under another's obedence, then I may still be authorized to retain under mine those grounds and places in Poorwys a forceand which half for a long time prist been and remained annexed to the district of Cotangary which has met with the gentlemen's approbation."

And whereas Sir Robert Abercromby, the Governor of Bombay, and Messrs Duncan and Boddam, the Commissioners from the Government General, hvvnng come to the Malabar Coast, bare, in conjunction with Mr. Farmer, Mr. Pages and Major Dow (Coasts See as for Bomba) data

of Bombay,

eded by notified date the

30th of March last.

And the gentlemen having, with the view of necertaining the collections of the country, appointed in January last persons in that (a) city under the name of sensitudars who have collected and delivered in certain accounts of the former and pre-cut value of the country, which sensitudars accounts are, from the shortness of time allowed to make the inspecture, not nearly so com-

ing to justice and equity be payable from all and every just thereof. It is therefore agreed that for the purpose of obtaining more full and estimatory

information on a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company to carry on the collections jointly with my officers in conjunction with the Canoongoes who are to be appointed as permanent registers on the part of Government

And as the great number of inferior chowkies for the collection of soonghum or duties and tolls on merchandize must materially tend to the discournce of the dead to show toll a back the improvement of the country.

d, in view to the general good, that

from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports hy sea or land to, or imports from the countries beyond the Honourable Company's province of Malahar, that is, from the Cavay to Cochin, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interests with foreign nations, but a man of mine shall remain with the Company's custom house officers to keep comparative accounts of the said custom house officers to keep comparative accounts of the said custom house officers to

Dated the 24th of June 1793.

The Rajah of Command being the elder brother of the present acting Rajah of Cotiote or Cotangary, and being himself the real responsible Rajah thereof (as his brother on the spet did indeed fully nethowledge and admit to the Commissioners when they were with him in that distinct), the said Veravarma his accordingly entered into a separate ekranama with them to the same purport and effect (with the exclusion only of the second paragraph) as the preceding one for Commanad, the introductory or first paragraph of this ekranama for Cotangary describing the said country to consist of the Cosha of Cotote and of the Hobilees of Palchee, Kudroor, Cootjary, and Tambercherry.

He has also entered into an exactly similar ekraroama in sense and purport for the talook of Periphand, of which another of his brothers (equally subject and subordinate to bis orders) as the present Rainh

No. LI.

AGREEMENT with the RAJAH of Corimnaad regarding the administration of his Country.

Whereas an agreement for the Malahar year 968, or a D 1792 93, was executed by Veravarma, Rajah of Command, with William Gamul Farmer,

I squire, and Major Dow, Commissioners, appointed by the Presidency of Boml ay for inspecting and regulating the countries conquered on this coast by the British army during the late war with Tippoo Sultan, in which agreement it is among other things stipulated, 1st-That on the part of the Honourable Company there shall be inspectors to a certain the exact amount levied, as well from the land revenue as the customs, to the end that if more be realized than the sum therein stipulated the surplus be raid to the Company. 2nd-That a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors, and Brd-The Rajah does in the said agreement hind himself to agree to all such regulations and rates as shall be framed for the collection of the revenues and the administration of justice by the Commissi ners then expected from Bengal on the part of the Governor-General of India, and 4th and lastly, by the said agreement, the Rajah doth contract and bind himself in general and at all times to agree to whatever the Honourable Company think fit to ordain for the better management of the country and the improvement of the revenue

And whereas since the date of the above agreement Sir Robert Abereromly, the Governor of Bombay, Messrs Dunean and Boddam, Commissioners from the Governor-Geueral, having come to the Malabar Coast did, in conjunction with Mr Farmer, Mr Page, and Major Dow, Commissioners from Bombay, determine that there should be established one civil government. subordinate to that of Bombay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Siltan, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahs under date the 90th March 1792, in pursuance of which arrange-inent, as well as of the aforesaid agreement of 1792, it was again, in the subsequent month of June 1793, further stipulated and agreed by and between the Commissioners above named on the one part, and the said Rajali on the other part, for the purpose of ohtaming a more full and satisfactory information as to the revenue funds of the districts subordinate to the said Rajah. that inspectors or collectors should be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the said Raigh for the space of one year in conjunction with the Cancongoes, who, it was also agreed, should be appointed as permanent or perpetual registers on the part of Government

And f was made as the a stand have not reported by for the collec-

the country it was further agreed upon and ordered in view to the general good that all the said inland duties, tolls, and enstome, and the places for the receipts of them should be from the date of that writing or ekrarasma, vis. Jinae 1793, for ever done away and shoilshed, and that the duties on merchandize should be only collected on exports by sea and land to, or imports from the countries beyond the Honourshle Company's province of Malabar (that is from Cavay to Cochin), and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only

he maintained and cultivated by the Company's government, so it was agreed that the management of these residuary duties should be and remain with the Honouruble Company to be regulated, increased, or diminished as to their rates as might best suit the public interest with foreign nations

In pursuance therefore and execution of the above quoted agreements of 1792 and June 1793, as well as in view to what has been already agreed on with the hody of the Rajalis, and determined on and confirmed by the Supreme Government, that the administration of justice in all its pirts within and the suprement of the suprements of the suprement of the suprement

f the gentlemen as much as the

period stipulated by the aforesaid agreement of June 1793 for the joint collection of the revenues he officers on the part of the Company in conjunction with those of the Rajah hath now expired, I, James Stevens, Esquire, senior supervisor for the aff urs of the Hononrable Company in the said province of Milabar, in virtue of the powers derived to me from the Honournble the President in Council of Bounday, do hereby further stipulate and agree for and in beha f of the Honourable En_lish Last India Company with the said Rajah, to deliver over to the management of him, the said Rajah and his agent, the di tricts Command and Aolicad, composing the talooka of Command aforesaid, in as fir as regards the detail collection of the revenues of the said districts (with the reservation of the auth rity) as more particularly specified in their hookumnamah or instructions of the Honourable Company's Canoongoes appointed and confirmed by the above quoted agreement of June 1793 permanent registers on the part of Government for the ter n of five years, com mencing on the first of Cauny 979, or September 1794, on the following conditions -

That the sud Rajah of Cormmand or his minister or officers shall not collect any other taxes than those included under the head of Negady, with the customary tax for the charges of collections, the abolition of purchartum from the Mopillas heing hereby especially confirmed, as well as the nuzzor or offering at the feats of Hanan and Beeshew

That such parbuties and inferior officers as have assisted the Company's teleditars in the collection of the revenues shall not be removed unless they may be found guilty of peculation or other missbeatiour, and of which sufficient proofs shall be given to the supervisor or superintendents before their removal can be acouse cell

That this agreement be submitted to the revision and approbation of the Honourable the Governor in Conneil, after which, and not a therwise, by bis confirmation, it shall be deemed complete and declared not to be deviated from during the term of five years to which its duration is intended

That for the vear 970 and the succeeding years to 974 included the snm paralle to the Honour-ble Compan's government is to be for the talooka bef re mentioned without any deduction whatever at three instalments, reg, the first on the toth of Dinnoo, the second on the loth of Middom, the third at the end of Cheengum, Rahettes or Hunteray Hoous thirteen thousand and four (13,004).

Part I

And whereas it is pr lable that the present coinage of gold Fanams may be abolished, and a new currency more adequate to the purpose of a free and general errollation established, it is berely declared that the relative value of the old coinage and new shall be thus adjusted and accounted for in all revenue recents from the roots and payment by the Rigalis to the Company's government, ir, ten Biraj or new gold Fanams to be equal to three Rupees.

And whereas the sum of Rehetes twelve hundred and twenty-three six Fannas and thirty Cash has been deducted from the pinnum as an over severement on the dhummery or batty grounds, if hereafter it shall be found by future reports of the Canonogous and a more minute investigation that the dhummer) lands in general are, from their productioners, equal to the payment of the full assessment, then the Company's share of the sum now remitted shall be paid in the sume manner and in the same proportion as on the jurrums or garden grounds, that is to say, four fifths of the increased Negady realized therefrom

An engagement similar to the above with Command was male with the Achen of Pal_hat for Ilon e 27,888929 The only difference was in the last clause, which was a follone—

And lastly, from newrey of the terre Jand in the aforeand districts of Palghat, it has been found that ground to the amount of 1,500 R inctice or Tunniporum from being wholly overrun with jungle cannot now in all pre-bal litty be cultivated. Slould it bereafter on inspection be found crapable of cultivation it is hereby forther stipulated if at the Company's stare of Negar dy from the ground in question stall be nilowed and added to the present revenue.

The following engagements were the same as that with Command, omitting the last clause nitogether —

Corimnaad in behalf of the Pajab of	Peripusad		
for	. Hoons	5744	0 7
Cowlparah for		6 395	1 1
Manoor, Congar and Yerterra for	,	4 276	0 21
Beypore for	,	4 350	1 .0

No LII

TRANSLATION OF the EKRARNAMA OF ENGAGEMENT OF ALLA COOMBY, ACHEEN OF PALGHAT-1793.

Whereas I did on the 27th of May deliver in to the Commissioners an application requesting that, for carrying on the collections of the year 969, a prudent and creditable person, that is a thiseeldar or collector, might be

appointed, to the end that in the presence of the said tehseeldar I might without any oppression or excess towards the riots, realize the money from the country and faithfully without any deviation pay the same into the Company's government which is to provide for my expenses

And whereas my said application bath met with the approhistion of the gentlemen and Sir Robert Alercromby (the Governor of Bombay), and Messrs Jonathan Duncan and Charles Boddam (Commissioners from the Government General), having arrived in this country, having, in conjunction with Mr. Farmer, Mr Page, and Major Dow (Commissioners from Bombay), settled upon a system of administration, including the administration of justice and for the other purposes of Government within the Malabar countries in the manner already particularly set footh and fully notified in the Governor of Bombay's circular letter to all the Rijahs, under date the 30th of March 1est, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforceard, and shall conform thereto mid act accordingly, and I have also

form to and be observant and obedient to whatever the gentlemen shail, in judical matters, direct, and the administration of justice in my country depends on the adamluts of Cherpoolcherry and Caheut and on the gentlemen's orders

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in a proper manoer, and that the revenue may be collected from every ryct according to the established local rate, Canoongees have been appointed on the part of the Honoural le Company in my country and in the others throughout Malabar, I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers and in the maintenance of their official rights and their exercise of its functions, as well in the superior as in and throughout all the inferior cutcherries, not shall I oppose or deviate from what they deem proper and advisable, or if I do I shall, becoming punishable by Government, meet with the due return for such my conduct, and if in this mode of proceeding the tehseeldars or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superintendent of my division, attain to justice

And as the great number of inferior chowkies for the collection of Soonghum or duties and tells on merchandize must materially tend to the

to keep back the improvement of the i and ordered, in view to the general tells and the places for the receipts of

them he from the date of this writing for ever done away and abolished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond, the Honourable Company's province of Malabar, that is, from the Cavay to Cochin, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign c untries with whom the connection can only be manufained and cultivated by the

Company's coternment, so it is agreed that the management of these residuary duties shall be and remain with the Honomable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom house officers to keep the necounts

Dated the 21st of June 1793.

No LIII.

TRANSLATION of a separate Ekrarnama from the Acheen of Palghat, dated the 1st of July 1793.

Whereas I have entered into a written ekrarnama, in which the civil and criminal administration of justice in my country is declared to depend on the adawluts of Cherpoolcherry and of Calicut, and on the gentlemen's orders, in respect to which my orders and authority are not to operate

And whereas, in consideration of the local distance from Cherpoolcherry, an interior court subordinate to that of Cherpoolcherry is, for the settling of small cauves, on the point of being established at Falghat, which court is to take cognizance of suits where the value claimed does not exceed Rupees 200, and also of small and inconsiderable quartels, brawls, and affrays

I do therefore give in writing that the process and authority of the said court shall be and remain entrent in my country, and that we ourselves shall all of in all respects be obteint and conform to the same and submit to its justice, and whoever shall be dissatisfied with this inferior court shall, by proceeding to Cherpoolcherry and preferring an application to the gentlemen there, attain to instice

I have therefore written this ekrarnama to the end that if I deviate therefrom 1 may become culpable in the sight of Government

N.B.—A joint chrarmams to the same purport and effect with the above hath been executed by the three Nairs of Congar, Manoor and Yerterra,

No LIV.

Translation of the Engagement of Puningaat, the Nair of Manoor—1793.

Whereas I have delivered in my application to the gentlemen of the Honourable Company's government relative to the revenue of the ensuing

Malabar year 969, the said gentlemen have in consequence assued the orders that are hereunder written, and I du thereon stipulate and give in writing that I shall constantly conform to the tenor of the said orders and on no account deviate therefrom, or if I act otherwise, that I be expelled from the country, and I have accordingly written this in the manner of a mochull a and cabooleut, the orders show efferred to heing as follows—

That a teh-seeldar be appointed along with me that I may in his presence, without the commission of any oppression or excess on the ryots, realize the revenue from the country and faithfully pay the same without deviation to the Company's government, which is to provide for my expenses, and the

gentlemen have agreed to this

And Sir Robert Abercomby (the Governor of Bombay) and Mr Jonathan Domein and Mr Charles Boddam (C mmissioners from the Government General) having arrived in this country have settled in conjunction with Mr. W G Farmer and Mr W Page and Major Dow (Commissioners from Bombay) in system of administration, including the administration of justice and for the other purposes of government within the Malahar countries, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajahe, under date the 30th of March last, I do fully agree to the said plan and to the teor of the Governor of Bombay's letter aforesaid, and shall conform thersto and act accordingly

And the Acheen of Palghat having with my knowledge and privity entered hefore Mr Lankheet into an elementary to the administration of justice and restraiong him from inflicting any punishment, etc I do promise that we shall also not in conformity to tis, and the administration of justice of my country depends in the administration of Collectual on the orders of the gentlemen, null we shall not either give to any one punishment or presume, without the orders of the gentlemen, to interfere in any other matter of judicial cognizance, whoever may have occasion to complain shall, compt to the Company's adaylot, attain to justice

And as to the end that the accounts of the revenue of the country and of the lands thereof be kept in a proper manner, and that the revenue may be collected from every wards and set of the lands thereof the country and the consumption of the country and the country and

and give in Canoongoes in mainten nee of

the superior as

no at unroughout all the interior cutcheries, no shall I oppose of devate from what they deem proper and advisable, or if I do I shall, becoming punishable by Government, meet with the die return for such my conduct, and if in this mode of proceeding the telesceldars or Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superintendent of my division, attain to justice

And as the great number of inferior chowkies for the collection of soonphum or duties and tolls on merchardize must materially tend to the disconfiguration of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said unland duties and tolls and the places for the receipt of them be from the date of this writing for ever done away and abolished, and that the duties on mechandize be only collected on exports by sea or land to, or imports from, the countres beyond the Honourable Company's province of Malubar, that is, from the Cavay to Cochin, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection crit only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company, to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations, and only a man of mine shall remain with the Honourable Company's custom-house officers to keep the accounts.

Dated the 30th of June 1793.

The same agreement has been entered into by Koorootur, the Nair of Coongar (Kougad)

The same agreement has been entered into by Kummur, Nair of Yerteira (Edattara).

The same agreement has been entered into by Kumerunram, Nair of Cowlparra (Kavilappara)

No. LV.

Translation of the Ekrarnama of Raujevarma, the Rajah of Beyfoor 1793.

Whereas I have made application to the Commissioners relative to the settlement of my district and that the said Commissioners have in consequence been pleased to order that a tehseeldar or native collector shall remain a my country, I do also agree to this, and that a tehseeldar of the Honourable Company be statuend in my country, to the end that in his presence I may, without oppression or violence, realize the money from the country and pay it into Government, which is to provide for my support.

And whereas Sir Robert Abereromby (the Governor of Bombay) and Mr Jonathan Duncan and Mr Charles Boddam (Commissioners from the Government General) is

Mr W G Furmer ar from Bombay), settled

tration of justice and

Malabar countries, in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all the Rajabs, under

date the 80th of March last, I do fully agree to the said plan and to the tenor of the Governor of Bombay's letter aforesaid, and shall conform thereto and act accordingly.

And as to the end that the accounts of the revenue of the country and of the land thereof be kept in proper manner, and that the revenue may be collected from every ryot neconding to the retablished local rate, Canoongoes have been appointed on the part of the Hanourable Company in my country and in the others throughout Malabar, I do therefore agree and give in writing that I will in every shape admit and support the said Canoongoes in the writing out and keeping of their office papers and in the maintenance of their official rights and exercise of their functions as well in the superior is in and throughout all the inferior cutcheries, nor shall I oppose or deviate from what they deem proper and advisable, nr if I do I shall become punishable by government and meet with the dar return for such my conduct, and if in the mode of iroceeding the teleseldar of Canoongoes shall in any wise act contrary to what is regular, I will, by advising the superior of my division, attain to justice.

And as the great number of inferior Chowlies for the collection of econighum or duties tolls on merchandize must materially tend to the die couragement of trade and thereby to keep back the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the said inland duties and tolls and the places for the receipt of them be from the date of this writing for ever done away and abolished, and that the duties ou merchandize be only collected on exports by sea or land to, or imports from the countries beyond, the Honourable Company's province of Malabar, that is, from the Cavay to Cochin, and as the duties that will thus remain to he collected will be levied solely in the trade with foreign countries with whom the connection can only be maintained and cultivated by the Company's government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company to be regulated and increased and diminished as to their rates as may best suit the public interest with foreign nations and noly a man of mine shall remain with the Honourable Company's custom-house officers to Leep the account

Dated the 2nd July 1793

TRANSLATION of a separate EKRARNAMA executed by RAUJEVARMA, the RAJAH of BEYFOOR, dated the 1st of July 1793

Whereas I have entered into a written examama, according to which the evil and criminal administration of justice in my country is declared to depend on the earlier to expect to which my orders and authority are not to operate, I do therefore give in writing that the process and suffortity of the said court shall be and remain current in my country, and that I mivelf shall also in all respects be obedient and conform to the sain e, and submit to its justice.

I have therefore written this ekrarnama, to the end that if I deviate therefrom I may become culpable in the sight of Government

Date I the Gih July 1793.

No LVI.

ARTICLES OF AGREEMENT between WILLIAM GAMUL TARMER, ESQ, and MAJOR ALEXANDER DOW, on the part of the English East India Company, and Wallabhan, Rajah of the District of Vellatue, concluded at Calicut, this 30th day of July in the Eoglish year 1792, and on the 18th of Malabar mouth of Carracadagom, year 967.

1st —The whole of the country formerly subject to the cutcherry of Culcut, being ceded to the English Company by the Nawab Tippoo Sultan, is leeme the property of the said Company and they alone are the rightful suyersexing of it, to whom obedience is due

2sd — William Gamul Farmer and Major Alexander Dow heing deputed by the Honourable Major-General Robert Abererombr, Governor of Bombay, to settle the end countries so ceded, the said Rajar Wallabhan came to them it Calicuit and represented that the countries of Mellator, Augurypooram, Vanarcaddo, and Kapil had always appertained to the kingdom of Vellatic, and that in consideration of services readered the Company in assisting their armies he, the said Rajah, hoped to hold his former countries as manager for the Company, paying to them the revenues collected from the said countries, which, by an account delivered by Kariatt Moosa, the knigar of the Rajah of Vellatre, appear to be 7s follows —

Augarypooram	15 281	1	50
Mellatoor	12 297	1	(
Vanarcaddo	5 031	3	50
Kapil	2 694	0	•
Also the three districts of Congrad Manoor and Verterra formerly belonging to Paliacacherry but ceded to the Rajab of Vellaire	8 472	0	
Amount of Land Customs	2 000	0	•
Total Amount Rapees	45 766	2	
From this sum it appears by an account presented that it will be necessary to allow the sum of Rupees		0	(
Thus there remains not Rupees	38 410	2	7

3rd —This sum of net Rupees (38,410 2) thirty eight thousand four bundred and ten and two quarters the said Rajab Wullahhan agrees to collect and pay to the Honourahle Company, by the hands of such persons as they may appoint, at the following periods —

The sum of Rupees (18,410-2) eighteen thousand four hindred and ten and two quarters on the let of the Malahar month Daun, year 968, answering to about the let of December 1792.

The sum of Rupees (10,000) ten thousand on the 1st of the Malabar month Minom, answering to the 1st of March 1793

The sum of Rupees (10,000) ten thousand on the 1st of the Malabar month Vidinom, answering to 1st June 1793.

4th.—The aforesaid amount of Rupees 38,410.2 being founded on accounts derivered as just, the Company shall have a right to appoint any persons they may please to inspect them, and if its discovered that the collections of the country amount to more, the difference is to be paid to the Company

5th.—Whereas formerly in the ancient government of the Rajahs, the Nair Chefs and many of the petty Nairs held their lands without paying revenue or tribute to the Rajah but were only lable to follow them in war, Hi der Ali khun Bahadoor and his son Tippoo Sultan destroyed this custom, and after examining the value of the property of every person they fixed the revenue which was to be paid, and this revonue lippoo Sultan delivered over to the Company, the nucleat custom is not to he renewed by the Rajah hy giving back the linds fiee from tribute. The Company hiving their own troops do not want the military service of the Nairs, and therefore, as far is they are able from the produce of their lands and gardens, they are to puy necording to the jummas settled by Tippoo

6th.—In the same manner from very accent times grants were made of lands to the Fagodas and to the Brahmus, all which lands were by Hyder and Tippoo brought to account in the revenue, these lands are not to abmuss or any thing done tending to

they have to defend the country, and

7th — Whereas it is the intention of the Governor General to send round proper from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the said Rajah obliges himself to agree to such regulations as it is thought fit to make, and in general, at all times, to agree to whatever the Honourable Company may thunk fit to relain for the better management of their country and the improvement of the revenue

8th —Any ministers or other persons to be employed by the Rajah in the government of the country, or the collection of revenues, to be with the consent of the Honourable Company by their representatives, and if at any time any of them mishebave, they are to be dismissed

9th—There being in certain districts halances due on account of the collections of the present year, an account is to be made of the same when orders will be given to collect and the collections to be paid to the Company. 1014.—It being the desire of the Company to procure what pepper grows in the countries, they will appoint their own merchants to purchase it in the country; no other merchants are therefore to be permitted to purchase, and overr assistance is to be given to the Company's merchants; the price to be prid for early pepper by the merchants to the ryots to be hereafter settled. This or any other mode which may be thought better, the Rajah Wallabhan is to assist in.

This agreement is only for one year, and subject to the approval or disapproval of the Honourable General Aberromby.

Signed, sealed, and delivered in Calient the 30th July 1792.

(Sd) W. G. FARMER

.. ALEXANDER DOW.

The Seal of the Honourable Company.

Witness-John Agnew.

No. LVII.

TRANSLATION of an AGREEMENT with the Nameyars of Invernaap-1793.

W K ' - V - I - V - I - N - I - K - I N - I r, Chanderwat N (being the repres writing as follows -

Whereas we have hitherto during the period since the Company's late acquisition of Malabar remained out of possess on by reason of the apprehension entertained of the lad effects that might be produced from our mutual animostics, and lest also by our midelined and mingled rule of administration detriment might ensue to the country and to the other separate land-holders within the district;

It hath therefore been satisfied before the Commissioners that we shall proceed to Mr. Galley at Tellicherry (that gentleman benip vested with full authority to administer all the safara of this division of the country), and concluding before that gentleman a settlement on the footing or in view to the general estimation of the present or existing one, we are all six of an respectively to enter into separate settlements and kistbundees (or instalments) for the revenue that shall thereby become due from our respective shares, and we are also in conformity thereto distinctly to make good to Government our respective phyments.

And with respect to the other land-proprietors, whose grounds are situated within our respective shares of the districts their portions of the revenue shall he settled by Government, and they shall only have to pay through us the amount thus fixed for each of them, in the receipt of which if we shall commit any of pres ion on, or make any nyur exaction from them, in such manner that in the justice of the Company's Government such act shall be proved and established against us, such land-proprietor shall thereby become independent of either of us and shall pay his nwn revenue directly to Government

And in the same manner as throughout the whole country the articles of poorishandram (taking part of the estates of deceased persons), and fines and penalties, as well as the dues at the festivil of Oman and Vishoo, etc. have been formidden, so do we also engage not to take from our ryots or from any other Nairs or Mopill is nr other landli ilders any other of the said urticles, and on proof thereof we shall pay a fine of twice the amount to Government

As to the article of pepper, the Company will receive and take the half of the produce to which they are entitled from the vine and the vine owners . and the other half these latter shall remain at liberty to sell to whomsnever they shall choose or who shall give them the best price, whilst we shall reserve to ourselves the sale of the half of what is the produce of our own vines, the other ryote and lindowners being in like manner at free liberty to dispose of their own pepper produce wherever they like

Lastly, we are to remein in obedience to Government, and if any among us shall prove disobedient to its orders or oppress or act unjustly towards others, such of us slall, becoming guilty towards Government, he punished and be expelled from the land that is his inheritance

Dated the 14th May 1793

No LVIII.

AGREEMENT of the NAMBYARS of INVERNAAD regarding the AD-MINISTRATION of their COUNTRY-1798

" Honourreby the ie places for the receipts of them are for ever done away and abolished, and that the duties on merchandize are only to be collected on exports by sca or land to, or imports from the countries beyond the Hunnurable Company's province of Malabar, se, from Cavay to Cochin, and as the duties thus remaining to be collected are to be levied solely on the trade with foreign countries with

Part I

whom the connection can only le maintained and cultivated by the Company's Government, so it is agreed that the management of their resultary duties shall le and remna with the Honourable Company, to be regulated, increased, or diminished as to their rates as may best suit the public interest with foreign nations

And it is thereby also ngreed that the administration of justice in all its parts within and throughout the province of Malabar, according to the judicial regulations determined on and confirmed by the Supreme Government, shall contiaue under the management, superintendence, and directions of the gentlemen appointed for that purpose on the part of Government.

In pursuance therefore and conformity to the mode of agreement, as above mentioned, settled with the Rajahs of Malabar, I, James Stevens, Esquire.

senior supervisor for the affairs of the Hononriblo Company in the province of Malabar, in virtue of the powers derived to me from the Honourable the President in Conneil of Bombay, do bereby stipulate and agree for and in lehalf of the Honourable United English East Iadia Company with Kehagnest Canna, Cernamil Killoo, Chumpariet Chapea, and Chander le Amboo, Namby irs, to dela them, the said Irvergand Nambvars and the in as far as regards the detail collection trict (with the reservation of the authority as more particularly specified in their hookumina mas or instructions of the Honourable Company's Canocagoes, appointed by the above agreement with the Rajahs of Malabar permanent registers on the part of Government) for the term of five years commencing on the first day of Canny aine hundred and seventy Malabar, or AD 12th September one thousand seven bundred and ninety four, on the following conditions -

That such parbutice and inferior officers as bave assisted the Company's teheseldars in the collection of the reveaues, shall not be removed unless they may be found guitty of peculation or other misbehaviour, and of which sific ent proofs shall be given to the supervisor or superintendent before their removal can be acquiesced in

That this agreement shall be submitted to the revision and approbation if the Honourable the Govern r in Council, after which and not otherwise, by his confirmation, it shall be deemed complete, and declared not to be deviated from during the term of five years to which its duration is intended to extend

That for the year 970 the sum payable to the Honourable Company's Government is to be for the talool a before mentioned, without any deduction whatever at three instalments, riz, the first on the fitteenth of Dannoo, the second on the fitteenth of Meddom, and the third in the end of Cheengam Rupees twenty thousand (20,000), for the year 971, at the same period Rupees twenty one thousand (21,000), for the year 972, Rupees twenty two thousand (22,000), for the year 973, Rupees twenty-three thousand (23,000), and for the year 973, Rupees twenty-three thousand (23,000), and for the year 974, Rupees twenty-four thousand (24,00)

And as the date of this agreement is posterior to the term fixed for the payment of the first kist with the Rajahs of Malahar, it is birdly agreed

that the sum of Rupees twenty thousand due for this season shall he paid nt two instalments, vit., one half at the end of Menn, and one-half at the end of the month Cheengam.

Whomse space to a recommendation of the state of the Honour-

the receipts of them are entirely done away and abolished, and that the duties on merchandize are only to be collected on exports by sea or land to, or imports from the countries beyond the Honornable Company's province of Malabar, i.e., from Cavay to Cochin; and as the duties thus remaining to be collected are to be leved solely an the trade with foreign countries with whom the connection can only be maintained and enlivated by the Company's first the connection of the connection can only be maintained and enlivated by the Company's first the connection of the connection can only be maintained and enlivated by the Company's first connection can only be maintained and enlivated by the Company's first connection can only be maintained and enlivated by the Company's first connection can only be maintained and enlivated by the Company's first connection can only be maintained and enlivated by the Company's first connection can only be maintained and enlivated by the Company's first connection can only be maintained and enlivated by the Company's first connection can only be maintained and enlivated by the Company's first connection can only be maintained and enlivated by the Company's first connection can only be maintained and enlivated by the Company's first connection can only be connected to the connection can only be connected to the connection can only be connected to the co

foreign nations.

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And it is thereby also agreed that the administration of justice in all its parts within and throughout the province of Malabar, according to the judicial regulations determined on and confirmed by the Supreme Government, chall continue under the management, superintendence, and direction of the gentlemen appointed for that purpose on the part of Government.

And whereas James Stevens, Senior, Esquire, supervisor of the province of Mulabar, did in the Malshar year 970, answering to the Christian era 1794-95, on hehalf of the Honourshie United English East India Company,

to deliver over to them, the said Irvernaad Namhyars and their agents, the management of the district of Irvernaad in as far as regards the detail collection of the revenues of the said district (with the reservation of the authority of the Canoongoes as more particularly specified in their hookumnamas or instructions, who are to be permanent registers on the part of Government) for the term of five years commencing on the first of Canny nine handred and seventy, a.D. 12th September one thousand seven hundred and ninety-four:

Now be it known that the said Nambyars Kebaguest Canna, Cernamil Kingo, Caumpuriet Chapen, and Chanderole Amboo having preferred a request to Christopher Pelle, Esquire, Narthern Superintendent, in a paper bearing their respective signatures and dated at Mondal the fifth day of January or 24th Danoo 978, destring, for the reasons therein set forth, that the above mentioned ekraroama or agreement he reseinded and from henceforth be considered as null and vind; we Juha Spencer, Esquire, Major-General James Hartley, and John Suee, Esquire, Cammissoners, executing the office of supervisor for the affairs of the Hannarable Campany in the province of Malabar in virtue of the authority derived to us from the Honorable the President in Council at Bombay, do accordingly hereby rescind the said ekrarama or agreement and deel re the same to be henceforth null and of no effect.

And the said four Nambyurs having further requested, under date as above mentioned, that the amount which they bound themselves to pay to the Honourable Company by the said ekramama shill be paid by the six Nambyars of Irvernaad, erg, the foor above named and Carriat Ama and Narangoly Nambyars esparately for the years 973 and 971, each paying for that part of division of Irvernaad which belongs to his or her family, we, the said John Speneer, Esquire, Major-General Jomes Hartley, and John Sinee, Esquire, do hereby stipulate and agree for and in behalf of the Honourable United English East India Company with Kchaguest Canna Nambyar to deliver to the management of him or his nigents that part of the district of Irvernaad over which his influence and that of his family formerly extended according to the amerced Schedule, as far as regards the detail collections of the revenue thereof.

And it is hereby further agreed and atpulated that the som payable to the Honourable Company's Government by the said Kebaguest Cauna Nambyar for the lands and possessions above described, shall be for the current year 973 the full and just sum of Rupees four thousand are bundred and forty must two quarters and forty ress (4,649.2-10) without any deduction whatever, not three instalments, rs; the first on the fifteenth day of Danoo, the second on the fifteenth of Meddom, and the third at the end of Cheengam, and for the year nune hundred and seventy-four the sum payable as subove shall be Rupees lant thousand eight hundred and fifty-one two quarters and seventy reas (4,851-270) and it is forther agreed that this covenant shall be submitted to the revision and approhation of the Honourable the Governor in Council, by whose ratification of the same, and not otherwise, it shall be deemed of full force and effect for the two years above mentioned

And as the date of this agreement is posterior to the term inred for the parents of the first kist, it is hereby further agreed that the sum does on account of the first list shall be paid to the northern superintendent by the 21st of Makaiom ensuing or 31st January.

The second at the stated period or 15th Meddom, and the third on the 31st Cheengam

Gren under our hands and seal on Calicut this 12th day of Junuary one thousand seven hundred and ninety eight, answering to the second Makarom nine hundred and seventy-three.

"

G ren under my hand at Mondal this sixth day of Malarom nine hundred and seventy-three.

the mark of KENAGUEST CANNA.

Signed before me and delivered at Mondal this sixteenth day of January

Sd) Christophen Peite, A .

" CAETANO COELHO.

INLIAO MART BASS

8 Cooleny . / Ditto from the shove for 974 M S

The amount of jumma of Kehaguest Nambyar e decision with the names of the Tanahs collected by him 1912.

1	Paloor	1			
2.	Pootur .	1			
3	Canagot	1			
	Tupingatoor	for the year 973 M S		Pupees 4 649	2.40
5	Fillacatoor	y tor the year by a bi a	•	1 upees 4 045	2 40
6	Coloavallor	1			
7	Ellamgott	1			

Ditto from the above for 974 M S Rupees 4 801 2 70

	_	-					
Similar agreen ents were made with th	e othe	r Namby	ats reparat	elv,	r12		
Cerpamil Killog for the year	973	MS	R	urees	2 324	3	20
	974	V S		•	2475	3	30
Caumputiet Chapen for the year	973	MS			4 649		40
	9 4	MS			4801	2	70
Chanderole Amboo for the year	973	MS		,	2324	3	20
•	974	M S			2 425		35
Carnat Ama for the year	973	M <		,	5 914		30
	974	31 <			6 171		90
Narangolly Nambyar for the year	973	M S			7 368		85
	974	M S			7 504	3	3.

No LIX

KAULNAMAH from His Excellency Major General Meadows, Governor and Commander in-Chief, etc., etc., on the part of the Honourable Company, to Kishen Zamorin, Rajah of Calicut, etc., etc., 1790.

Whereas the English forces have by the blessing of Providence possessed them

and occasions evinced a firm attachment to the British interests and proved himself useful in supplying their armies it has therefore been resolved that the said Zamorian shall be invested with the solo management of all the countries here tofore included in the provioce of Cahout which are or may be conquered by the British troops.

The said Zamoriu is therefore directed to exert his authority and influence in embodying the Nairs of that country and in directing their operations against the common enemy, either separately or in conjunction with the British forces as he may be instructed by the officer commaning in that quarter

He is to exert himself in establishing magazines in such places as he may be nonred to collect them, and in supplying as far as may be practicable everything necessary for the prosecution of the war, for which regular receipts will be given and the amount duly necessated for at its conclusion.

This instrument, to which strict obedience is enjoined by all whom it may concern, is to be considered as a Laulnumh and authority for administering the reseases during the present war. And at its su cessful conclusion by the favour of the Almighty the minissee or right of inheritance of the said Zamonn and of every Rajab, zemindar, and polygra shall be strictly examined and justly determined to the rightful inheritor agreeably to established custom, and then also the peshcush to be paid to the Honourable Company shall be equitably adjusted

(seven under my hand and real at Combito r the luculy-reventh day of September in the year of our Lord one thousand reven hundred and ninety

(°d) W Meadows, Governor and Commander-in Chief

No LX

ARNICLES OF AGREEMENT between WILLIAM GAMUL FARMER,
ESQUIRE, and MAJOR ALEXANDER LOW, on the part of
the ENGLISH EAST INDIA COMPANY, and MAAN VIGNUM
ZAMORIN, concluded at CALICHT this 18th day of August in
the English year 1792, and on the 6th of the Malabar month
of Cheengum, or Singum in the year 967

1. Of the countres ceded by Tippoo Sultan there remain sundry places in the four divisions of Calicut, Belutanad, Ernaud, and Chowghaut, the Zamorin has further represented that in the distincts leased to the Rajah of Command there are two talooks which are particularly desired by him, as being family places, called Burrakumporam and Kehahamporam On a representation to the Rajah of Command he willingly consents to surrender these two talooks. The countries of Colampora (Columpora), Cadavoum (Knorwye), and Mansree (Mungaree), annexed by Tippoo to the talook of Palighat having anciently been ceeds to the Zamorin, have been held and collected by him since the expulsion of Tippoo These co intres, together with the sea and land customs, altogether estimated at Rapees four laths sixteen thousand three hundred and sirtly six and one quarter (Ringees 4,16,*85 1), as per an account hereafter entered, are to be delivered over to the Zimorin for one year fir m the 1st day of it a Malabar month Camp, year 905, answering to about the 1st day of it a Malabar month Camp, year 905, answering to about the

1st September 1792 English, with full powers to make the collections, administer justice, and all other righte ceded by Tippoo Sultan to the English Company, for which the said Zamorin agrees to pay to the Hononrable Company by the hands of such persons as they may appoint the sum of Rupees four lakhs sixteen thousand three hundred and sixty-six and one quarter (Rupees 4,16,366-1) in the following manner -

2 The sum of Rupees one lakh and fifty thousand (Rupees 1,50,000) on the 1st of the month of Dannoo, answering to the 1st of December 1792 English

3 The sum of Rupees one lakh thirty-ax thousand three hundred and sixty six and one quarter (Rupees 1,36,366-1) on the 1st of the month of Minom, answering to the 1st of March 1793

4 The sum of Rupees one lakb thirty thousand (Rupees 1,30,000) on the 1st of the Malabar month Vederom, answering to the 1st of June 1793 English all these payments are to be truly and punctually made at the stated periods

- 5 The foregoing amount of Rupees four lakks sixteen thousand three hundred and sixti-six and one quarter (Rupees 4.16.366-1) heing founded on an account of the value of the countries leased out and delivered by the minister of the Zamorin, and estimated at one half of the assessment levied by Arshed Beg Khan in the time of the Nawah Tippoo Sultan, it is agreed that on the part of the Company shall be inspectors to ascertain the exact amount levied on the countries as above stated, and if it is found that more is levied, the difference is to be paid to the Hononrable Company The value also of the sea customs is hy computation, it is therefore also agreed that at this place there shall be persons to inspect on the part of the Honourable Company, and if they produce more, the difference is also to he paid to the Company
- 6 In the foregoing account is mentioned the revenues to be received from the Ran' juest of the Zam d supeare to he made by the Rajalis of them without any interference on the part of the Zamorin The amount payable being stated, his officer will have an order to
- receive it when due from the different Raiahs 7 The Zamoria has represented that in ameient times the sovereignty of all these petty Rajahs, so far as related to the administration of justice, was in him, and therefore begged that he might still he permitted to exercise this sovereignty, as the Commissioners do not perceive any harm in this, they willingly agree to it, subject to the general regulations intended hereafter to

he made relative to the administration of instice. 8 That a more full and particular account shall he framed as soon as possible of the value of the several countries leased out to the Zamorin to he delivered to the Commissioners, who will have a right on their part to appoint

any person they may please for the inspection of the said accounts. 9 Whereas formerly in the ancient government of the Zamoria, the

Nair Chiefs and many of the petty Nairs held their lands without paying

revenue or tribute to the Zammin or to their Rajahs, but were only hable to follow them in war, Hyder Ali Khan Bahadoor and his son Tuppoo Sultan destroyed this custom, and after examining the value of the property of every person, they fixed the revenue which was to be paid, and this revenue Tippoo Sultan delivered over to the Company, it e ancient custom is not to be renewed by the Zamorin, by giving back the lands free from thather, the
Company having their nwn troops, do not want the military service of the
Nairs, and therefore, as far as they are able from the produce of their lands
and gardens, they are to pay necording to the jumms settled by Tippoo

10 In the same manner from very nament times graits were made of lands to the Pagodas and to the Brahmins, all which lands were by Tippoo

tending to prejudice the country, and their

revenues must pay their troops

- 11 Whereas it is the intention of the Governor General to send round persons from Bengal to inspect this country and to form rules for collecting the revenue and for the administration of justice, the sud Zimorin obliges himself to agree to each regulations as it is thought fit to make, and in general at all timee to a, ree to winkever the Honourable Company may think fit to ordain for the better management of their revenue.
- 12 Any minister or other persons to be employed by the Zamorin in the government of the country or the collection of the revenues, to be with the consent of the Honourable Company by their representatives, and if at any time any of them misbehave, they are to be dismissed
- 13. There being in certain districts balances due on account of the collections of the present year, an account is to be made of the same, when orders will be given to collect and the collections paid to the Company.
- 14 It being the desire of the Company to procure what pepper grows in the country, they will appoint their own merchants to purchase it in the country. No other merchants are therefore to be permitted to purchase, and every assistance is to be given to the Company's merchants, the prize to be paid for said pepper by the merchants to the ryots to be hereafter settled, this or may other mode which may be thought better the Zamorin is to assist in
- 15 The assessment for this year being rated at one half of what it was by the account of Arshed Beg Ahan in a representation from the Zamoria that to levy more would distress the inhabitants of the country, the Zamoria engages that his representation is justly founded. The Company received the Malabar country in preference in more valuable countries in order to afford their protection to the Malabar Rujaha and people, the return due from the Malabar Rajahs is justice and good faith as to the revenue, and any deviation in this re-pect is a heach of the original agreement, and will leave the Company at their to continue their protection or not, as they may think proper.

16. The Zamorin having appointed his relation the Keraki Collot (Kurki Colgum) Rajah to treat of and settle matters with the Commissioners, it was further agreed that the said Rajah of Keraki Collet should be security to the Company for the performance of these agreements, and that to enable him to he answerable, the Zamorin shall vest him with proper power and control in the general management of the country and receipt of the revenue

Signed the day and year above written and sealed with the seal of the Honourable Company

This agreement for one year only, and subject to the approval or disapproval of General Abereromby.

W. G FARMER. (Sd.) (Sd) ZAMORIN.

No. LXI

AGREEMENT signed by the ZAMORIN as delivered by his officers on the 29th June 1793

Whereas an agreement for the Malabar year 968 (bearing date the 18th August 1792, or 6th of the month of Cheengum 967 Malahar style) was executed by the Samoory Rajali or Zamorin Maan Vierum with William a by the Presi-Gamul " dency c anguered on this co Sultan, in which on the part of the n the exact amount levied as well from the land revenue as the customs, to the end that if more he realized than the sum therein stipulated, the surplus be paid to the Company;" 2nd, that "a more full and particular account shall be framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspect rs," and 3rd, the Zamorin does in the said agreement bind himself " to agree to all such regulations and rules as shall be formed for the collection of the revenue and administration of 1-41 C --- char ther expected from Bengal on the part of the id 4th and lastly, by the said agreement himself " in general and at all times to Company may think at to ordain for the hetter management of the country and the improvement of the revenue."

to that of Bombry, with suitable courts of justice and other establishments of the sound of the sound from and ceded forth and fully notice.

the 30th March last.

In execution and pursuance of that part of the aforesaid agreement of August last, which stipulates that the Company shall have inspectors of the revenue, the Commissioners from Bengal and Bombay did jointly appoint in January last persons in that espacits under the name of serishtadars who have collected and delivered, and are still delivering in, certain accounts of the former and present value of the country, from which there is reason to suppose that the offer made in the subsequent month of February by Shimnath, the survide karrigar or principal minister of the Zamoriu, to agree on the part of his master to pay the full jumina of Arshed Beg Khan as assessed on the country in the time of Tippoo Sultan, was no more than the present state of the country's productiveness is equal to; yet, considering that the eard serishtedar's accounts are, from the shortness of time allowed to make the inspection, not nearly so complete or perfect as is requisite to enable the Company's Government to fix at present with sufficient regard to the interests of the inhabitants of the country at large (which constitutes its primary object), the jumma that should, according to justice and equity, he payable from all and every part thereof, it is therefore agreed that, for the purpose of obtaining more full and satisfactory information ou a point of such moment to the general welfare, inspectors or collectors shall be appointed on the part of the Company into every district of the Company to carry on the collections jointly with the officers of the Samcory Rajah, in conjunction with the Canoon. goes who are to be appointed as permanent registers on the part of Government.

And for as much as the great number of inferior Chowkies for the collection of soonglium or duties and tolls on merchandize must materially tend to the discouragement of trade and thereby to keep had, the improvement of the country, it has been further agreed upon and ordered, in view to the general good, that all the sad inland duties, tolls, and castoms, and the places for the receipts of them, he from the date of this writing for ever done away and aboished, and that the duties on merchandize be only collected on exports by sea or land to, or imports from the countries beyond the Honourable Company's province of Mialabar, that is, from the Cavay to Colin, and as the duties that will thus remain to be collected will be levied solely on the trade with foreign countries, with whom the connection can only be maintained and cultivated by the Company's Government, so it is agreed that the management of these residuary duties shall be and remain with the Honourable Company's beautiful and a significant of the contribution of the contr

but a man on my part shall account of the custom-house

receipts

As to the mint, what concerns it hath been thus settled, riz., that the control and giving directious and making all arrangements as to what sorts of cous shall be therein struck and at what touch, or with what alloy in each kind; and likewise as to what shall be the seigniorage or duties payable by the

the Honourable Company.

merchants and hankers on the comage of their metals, all these points depend on and are entirely subject to the orders and well seeming of the gentlemen of the Company, i.e. of the gentleman who is or shall be stationed here at calcut for the general conducting and management of all the affairs of Malabar, in this manner that my people shall also assist in the conducting of the process and details of the humsess of the mint, componity with those of the gentleman aforesaid, and that, after all chirges deducted, whatever met profit shall accrue from the mint, shall be conally divided between me and

(Signature of the Zamorin)

No LXII.

AGREEMENT of the ZAMORIN of CALICUT regarding the ADMINIS-TRATION of his COUNTRY

Whereas an ogreement for the Molahar year 968, bearing date the 18th August 1792 or 6th of the month of Singum 967 Maluhar style, was executed by the Samoory Rajah or Zamorin Maar Vierum with William Gamul Former, Esquire, and Major Alexander Dow, Commissioners appointed by the Presidency of Bombay for inspecting and regulating the countries conquered on this coast by the British ormy during the late war with Tippoo Sultan, in which agreement it is, among other things stipulated, Ist, that "on the part of the Honourable Company there shall he inspectors to ascertain the exact omount levied, as well from the land revenue as the customs, to the ead that if more be realized than the sam therein stipulated, the surplus he paid to the Company," 2nd, that "a more full and particular account shall he framed as soon as possible of the value of the country, for which end the said Commissioners shall also have a right to appoint inspectors," and 3rt, 'the Zamorin does in the said agreement bind himself to agree to all such regulations and rates as shall be formed for the collection of the revenues and the administration of justice by the Commissioner then expected from Bengal on the part of the Governor-General of India," and 4th and lastly, by the said agreement the Zamorin doth contract and hind himself "in general and at all times to agree to whatever the Honourable Company may think fit to ordain for the better management of the country and the improvement of the revenue"

And whereas since the date of the above agreement Sir Rohert Aber-cromby, the Governor of Bombay, and Messrs Duncan and Boddam, Commissioners from the Governor-General having come to the Malabar Coast did, in corjunction with Mr Fermer, Mr Page, and Major Dow, Commissioners from Bombay, determine that there should be established one evil government sulordinate to that of B unbay, with suitable courts of justice and other establishments for the general administration of the countries thus conquered from and ceded by Tippoo Sultan in the manner already particularly set forth and fully notified in the Governor of Bombay's circular letter to all

the Rajahs, under date the 30th March 1792, in pursuance of which arrangement, as well as of the aforeaud agreement of August 1792, it was again, in the subsequent month of June 1793, further stipulated and agreed by and between the Commissioners abovenamed on the one part, and the Samoory Rajah Marc Vierum on the other part, for the purpose of obtaining a more full and satisfactory information as to the revenue funds of the district subordinate to the said Zimorin Rajah, is well in an invent occurrence and offer made by Shamnath, the sarvidi karrigar or principal minister of the Zamorin, to agree on the part of his mister to pay the full jumma of Arshed Bog Khan or assessed on the said districts in the time of Tippoo Sultan, that inspectors or collectors should be appointed on the part of the Company into every district of the Company to carry on it e collections jumily with the officers of the said Zamorin Rajah for the space of one year in conjunction with the Canonogoes who, it was also agreed, should be appointed on permanent or perpetual registers on the part of Government.

And for os much as the great number of inferior Chowkies for the collection of soonghum or duties and tolls on merchandize were found materially to discourage trade and thereby keep back the improvement of the country, it was further agreed upon and ordered, in view to the general good, that ell the said inland duties, tolls, and customs and the places for the receipts of them, should be from the date of that writing, ekramamab, viz, June 1793, for ever done may and obelished, nud that the duties on merchandize should be only collected on exports by sea or land to, or imports from, the countries beyond the Honourable Compuny's province of Malabar, that is, from Covay to Cochin, and as the duties thus remaining to be collected would be levied solely on the trade with foreign countries, with whom the connection can only be munitained and cultivated by the Company's Government, so it was agreed that the macagement of there residuary duties should be and remain with the Hor

to their rates i

a man on his

to Leep an account of the custom-house receipts, of which the Zamorin is to have a tenth of the gross produce.

And in regard to what concerned the mint, it was further settled and agreed by aid between the raid Commissioners and the Zamorin Rajah Manr Vierum, that the control and giving directions and making arrangements as to what sorts of coin should be therein struck, and at what thouch or with what alloy in each kind, and likewise as to what should be segmonage or duties payable by the merchants and hankers on the coinage of their metals, all these points to depend on and be entirely subject to the orders and well-seeming of the gentlemen of the Company's, i.e., of the gentleman who is or shall be stationed at Calient for the general conducting and management of all the affairs of Malabar, with the provision nully that his, the Zamorin's, people should also assist in the conducting in the process and details of the business of the mint conjuntly with those of the gentlemen aforeaid, and that after all charges deducted whatever net profit shall accribe from the mint should be equally divided between him, the said Zamorin Rajah, and the Honoutable Company.

In pursuance therefore and execution of the above quoted agreements of August 1792 and June 1793, as well as in view to what has been already agreed on with the hody of the Rajahs and determined on and confirmed by the Supreme Government, that the administration of justice in all its parts within and throughout the said province, according to the judicial regulations, shall continue under the management, superintendence, and directi n of the gentlemen appointed for that pury one on the part of Government, and for as much as the period stijulated by the aforesaid agreement of June 1793, for the joint collection of the revenues by inflicers in the part of the Company in conjunction with the e of the Samoorv, bath now expire i. I. Jimes Stevens, Frquire senior supervisor for the affairs of the Honourable Company in the said province of Malabar, in virtue of the powers derived to me from the Honourable the President in Conneil of Bombay, do hereby further stipulate and agree for and in behalf of the Hononrable English East Indin Company with the said Samoory or Zamorin Rajab Maar Victum to deliver over to the management of him, the said Samoor, and his agents the districts of Calicut, Cusba Kultoomp ram, Vadalaporam, Payunaad, Ernaad, Shernaad, Nurvatum, Neringanaad, and Showghat, in as far as regards the detail collection of the revenues of the said districts (with the reservation of the authority, as more particularly specified in their hookumnamas or instructions of the Honour nble Company's Cancongoes, appointed and confirmed by the above quoted Government), for ngreeme the term . Malabar, or September

That the said Rujah or his Minister or officers shall not collect any other task than those uncluded under the head of Negady with the tan per cent as customary for the charges of collection the abolition of Parshintum from the Mopillas being hereby confirmed as well as the nuzzur or offerings in the feasts of Hann and Beschew

That such parhaties and inferior officers as have assisted the Company's teh-seeldars in the collection of the revenues shall a the removed unless they may be f und gailty of peculation ar other mishehaviour, and af which sufficient proofs shall be given to the superior or superintendents before their removal can be acquireded in

That this agreement shall be submitted to the revision and approhation of the Hononrable the Governor in Council, after which, and not otherwise, by his confirmation, it shall be deemed complete, and declared not to be deviated from during the term in five years to which its duration is intended to extend.

That for the year 970 the sum payable to the Honorable Company's Government is to be for the tablos before mentioned without any deduction whatever at three instalments, riz, the first on the fifteenth of Danoo, the second on the fifteenth of Meddom, and the third at the end of Cheengum, Rabeties or Runterny Hoons, 1,65,915-52 at the Yumy in rine with gold Fanams for each Hoon, for the year 971 in the same period and equal proportion the sum of Rabeties. 1,70315 8 22

And whereas it is probable that the present coinage of gold Fanams may be abclished and a new currency more adequate to the purpose of a free and adjusted and accounted for in all nt by the Rajahs to the Company's nnams to be equal to three Rupees

And lastly, as certain grounds in some of the talookas, as specified in agreement has been formed,

jungle or being overflown, they are hereafter annually

to be subject to survey, and such portion of revenue as may be produced from them is to be accounted for in the same manner as the purrums or garden grounds, that is four-fifths to the Company

COPY of a CIRCULAR LETTER written by GENERAL ABERCROMBY, as GOVERNOR Of BOMBAY, to all the RAJAHS and PRINCIPAL LANDHOLDERS WITHIN the PROVINCE of MALABAR

I have to acquaint you that the Commissioners have with my concurrence and under my approbation formed a plan for the future administration of the ceded countries (including the Hononrable C mpany's ancient domain of Tellicherry and the tributary district of Cochin), the particulars of which I now communicate to you that you may strictly adhere thereto and be also convinced how much it has been framed with a view to your advantage and future security inclusive of and consistent with that of the country at large, which being now under the immediate protection of the Company's government, it is their duty, as just sovereigns thereof, to watch over the welfare of all the inhabitants and to cherish them as their subjects, preserving also that due regard which they will ever maint un towards the honor and comfort of the Native Chiefs of each country and district

For the purposes afores ad the whole Malabar country, from Cochin to the Cavay, has been nearly equally divided into two separate divisions, the administration of which is to be entrusted to two civil servants of the Company, who are to be the immediate representatives of the British Government within their re pective districts, in which they are to preserve the peace, administer justice, and to receive from you the revenue payable to Government, the said gentlemen being in all cases subject to the supervision and control of the chief Company's servants within the countries aforesaid henceforth to le styled the province of Malabar, the sent of whose ordinary residence is to le at Calicut, to the end that in case of any defect in the administration of the affairs of the two divisions aforesaid by the gentlemen appointed to superintend them recourse may in all cases be realily had to their superior at Calicut, who will not interfere in the ordinary details of justice or revenue,

Part I

but will be at all times ready to act as a check and control over the superintendent of the two divisions aforesaid, either on your application or that of any other persons who may think themselves aggreeved by the acts of the superintendents or their others who will all remain accountable to this eluef officer at Calicut, and you esnnot fail to observe that in this division of power and superior control granted to the primary authority to be vested on the gentleman whose residence will be at Caheut in the centre of the whole provinces of Malalar, the Honourable Company have put themselves to an extraordinary expense by the creation of this third or superior officer to govern and regulate the conduct of the two superintendents, and of all other persons within the province, to the end that in consideration of the great distance between this and Bombay you may not be obliged in any case of complaint to have recourse there but receive justice within the province, at the same time that it is left to your choice to appeal in a regular manner to the Gov erument of Bombay in my case where you may remain dissatisfied with the nets or decisions of the superintendents and of the chief magistrate, but in cuses of complaint against either of the two former only, appeals are not to he to Bombsy in the first instance, the rule being that application must be male to the elief magistrate of the province of Calicut, after whose decision, whoever shall remain still dissatisfied may, without giving offence to say · Bombay in the manner person, carry a further that will be more fully the remulaing Commissioners will form s "alabor language and disseminated throughout the province for your and the public information And when the Commissioners shall have completed these arrangements, together with such agreements as they may think fit (provided your offers are reasonable sud adequate) to concluds with you for the revenue, they will dissolve their commission and return to their former stations, after which the entire authority and government within the province of Malabar, according to its limits above described, will rest with the chief magistrate and superintendents under the degrees of subordination aforesaid

As Mr Farmer bas from the first seted as senior member of the Commission, and has thence acquired a knowledge of the country and habits of acquaintance and communication with all the Rajabs and principal and other persons within the province, I have appointed him to the office of supervisor, and the first chief magistrate to reside at Caheut, aforesaid, in which capacity he will issue his instructions to the superintendents and correspond also with the remaining members of the Commission, of which, that he may attend to the important duties now consigned to him, he will no longer continue a 1 1 4 memler, and a" described, wil

a∗ with respec out while the (concurrence.

No. LXIII.

KARABNAMAH Or AGREEMENT entered into between the Honour-Able Company's Government and Korikorte Mauna Wichama Samoory Rajah of the Nedyrruppa Suruwun, for himself and his family, defining the conditions on which the Malikhana they have heretofore enjoyed is confirmed to them in perpetuity—1806.

executed hetween under the onthounder the onthoul of Bombay on
the one part, and by certain Milahar Rajahs and Chieftains on the other
part. Wherein it was among other stipulations agreed, that for the term of
irre years commencing on the 1st of Kanny 970 M. S one-fifth share of the
net collections of certain districts should be on certain conditions paid annually
for the said period of five years to Korikorte Manua Wierrum Samoory Rajah,
out of the revenues accuring to the Company's Government.

And whereas the said term of five years so stipulated is now and has been long since expired and the conditions of the said kararnamals or agreements consequently void and of no effect and no permaient settlement of the revenues of Malabar having since been carried into practice, the Malkhana to the several Rajash has been continued by the free bounty of the Company's Government on the basis of the aforesaid kararnamahs or agreements. And whereas the jurisdiction of the province of Malabar having been transferred to the Government of Fort St. George, the Principal Collector has received the orders of the Right Hoov'le the Governmen in Council to fix one general assessment of land revenue throughout the province of Malabar on certain principles And whereas the proposed assessment may in its operation reduce the amount of jumma upon certain districts in particular, or upon the whole province in general. Whereby the usual Malkhana of five per cent on the jumma may be diminished in certain cases to the prejodice of the comforts of the Rajaha and their families, contrary to the benevolent intentions of the Company's Government towards the Rajaha of Malabar.

And for as much as some of the younger branches of certain Kovilgums have nt several times forgotten their duties of slieguance to the Company's

such evils in all time to come But whereas the Company's Government are in its justice disposed to pardon the former errors of the few (the crumes of open hostility and rebellion excepted), in convoleration of the allegiance and commendable demeanour of the majority of the members of the different Kontigums in Malabar,

In pursuance therefore of the said determination of the Government in virtue of powers specially vested in me to this end by authority of the Right Honourable the Governor in Conneil of Fort St. George, I, Thomas Warden, Principal Collector in the province of Malabar, do hereby stipulate and agree in the name of the Honourable United Last India Company with Korikorte Manna Wicrama Rayth of the Nedveruppa Suruwum for himself and his heirs for ever in mauner and form following -

ARTICLE 1.

Clause 1st -From and after the 1st day of Kanny 982 MS or 15th Sentember 1806, the Malikhana or allowance to the several Rajenms, Kovilgums, and Chieftains in Malabar shall be calculated at 20 per cent upon the gross jumms of the land revenue of the year 976 (after deducting 10 per cent for charges) being the jumma to which the amount of the assessment was reduced by a Proclamation under the signature of the Acting Principal Collector, bearing date the 11th of March 1803, corresponding with the 80th of Koombhum 978 (MS). And in order to obviate all future doubts us to the true meaning and extent of this clause, the names of the districts, total amount of nett jumma and malikhana thereon payable to Konloite Mauua Wicrama Rajab and the Nedveruppa Suruwum are hereunder epecified —

Calicut, Pynaad Ernaad, Kekapuram, Naduganaad Shernaad, Wadakapuram, Chowghaut, Naduvootum

Viray Hooms Fus Cash Total nett jamma after deducting 10 per cent 233 785 6 361 Amount of malikhana being 20 per cent on nett jumma is . Making at 121 Viray Fanams per Star Pagoda Star Pagodas 37 760 39 0 . 132163 4 0 or Runees

Clause 2nd -All existing agreements made under the sanction of the different Administrations of the province of Malabar relative to the distribu tion of the one-fifth share or malikhana muong the Rajahs, members, and 'ourts of Judicature 'falabar

Clause 3rd .- In like manner it shall be competent to the several Rajahs, under sanction, of the Company's Civil officers having due authority to form separate stipulations with the members and families of the Rajeums, for the division of the shares, which shall, in this case, lo recoverable in the courts of law as specified in clause the second of this article.

Part I h

ARTICLE 2.

The amount of the Malikhana as fixed by this instrument shall be payable in quarterly equal instalment at the Cutcherry of the Principal Collector, or of the Collector of the Zillah as the case may be,

ARTICLE S.

The second of decree of a head not on among the junior members of all one, the instalthe secure member competent nutber-

ARTICLE 4.

The Malikhana as hereby fixed shall be considered as the security for the good and dutiful behaviour towards the Company's Government of each and every member of the Rajeum or family to which it may now and hereafter be payable.

Clause 1st.—That is to say, if any senior Rajah baving the sole management of the Mahkhana of his family shall it buy time receive a summons from any Collector or Judge or other competent authority requiring the personal to conswer to any matter

Courts in Malahar, which e summons, and if within a summons, the said senior

summons, the said senior Rajah shall not have delivered up the person of the said member of his family or have given satisfactory proof of his mainlift to produce the said person, then the whole of the Malikhana, which would be payable to that Rajaum in all its branches, shall he forfeited to Government for ever.

Provided that any junior member or family of each Rajemm may, upon establishing to the substaction of the local nuthority of Government his individual innocence of all concern in the matters charged against his relative and his in shifty to co-operate successfully to securing his person, make application through such local authority to Government for the special indulgence of n continuance of his or her share.

Clause 2nd—In ble manner when the shores have been regularly distributed among the different Rajalistaannus and Kovilgums by due authority as specified in clauses second and third of Article 1, then such summons as aforesaid shall issue to the senior Rajali of the particular Kovilgum of which the person of any member may be required, in this case the share allotted to such Kovilgum, and whitever else the members thereof may otherwise independently receive of the Malkhana, shall be in the first instance sequestered in the event of an unsatisfactory return to such summons.

Clarge 3rd—But in the even fall seemor or managing Rajah of any seemor member of the Suruwum o shall be the security as in clarge first of this price.

ARTICLE 5.

Counterparts of this instrument are signed and interchanged between Thomas Warden, Principal Collector of Malabar, on the part of Government, and Korikotte Mauna Wicrama Rajih of the Nedjeruppa Suruwom for himself, and the members of his family, the seniors of whom likewise sign the separate copy couly muly and separately for themselves and the members of their respective Kovilgums, it being contrary to the custom of the Suruwum for its junior members to put their signatures in the same paper with the Zamorin or Senior Rajah.

Signed, and sealed, and delivered in this fifteenth day of the month of November, in the year one thousand eight hundred and six, corresponding with the second day of the month in Visichigam of the Malabar year mine hundred and eighty-two, at Calcut in the public Cutcherry of the Principal Collector, where no stamps are used, in the presence of

(Sd.) S. Meek, Givil Surgeon, Malabar.

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(Sd.) THOS, WARDEN,

Principal Collector in Malabar.

WILLIAM ATEINS,

Lieutenant-Colonel.

10 IONACIO DE LOYALA E GA.

In a separate copy are the Signatures of—

Signature of Zamorin

Eralpad or Second Rajah, of Edataralpad or Fourth Rajah, of the Nedinpa Moota Erady Trudmalpad or fifth Rajah for himself and his elder brother, the Moonalpad, Semor of Kerckey Kulote Kovilgum, of the Llea Erady Tutumalpad, Semor of the Poodca Kulote

No. LXIV.

Rajah.

The following Treaty of Alliance and Friendship is entered into and agreed upon by Brigadier-General Macleon, Commander-in-Chief of His Britannio Majesty and the Honourable English East India Company's Forces, on behalf of the said Honourable Company on the one part, and the Bener or Queen of Cannadore and Allia Rajaii, her husband, on the other part, 1784.

1st -There shall be firm peace and friendship between the afcressid parties.

2nd —The Queen shall possess all the country of which she stood possessed before the English army marched into her country

3rd — The Queen will pay to the Honourable the Presidency of Bomhay, within the space of one twelve month, one lake and one-half lake of Bomhay lupees as an indemnification for the expense of the war, and she will also pay an annual trubute of one lake of Ropees to the said Presidency

4th —The said Presidency will protect her in the possession of the said country against the Nairs her natural enemies, otherwise she cannot pay the above sums

 $\mathit{5th}$ —All the forts are to remain in possession and at the disposal of the I nglish

6th .—The Queen engages annually to make the first offer of her pepper to the Honourable Company to be bought at a reasonable price

Given and exchanged under our hands and seals at Cannanore this 8th day of January 1784, in the presence of us

Thos Lighton	(8d)	NORMAN MACLEOD, Brigadier-General	Scal
ABDULLA	"	Вевех.	Seal,
Moossa	>>	ALLIA	Seal

This Treaty was disavowed by the Bombay Government on 12th January 12th was afterwards confirmed on 2nd February as a temporary measure during the armsistic with Tippoo or until perce should be concluded.

No. LXV.

AGREEMENT with the BEBER of CANNANORE-1793

I, Bebee Buln, the Princess of Cannanore and of the Laccadive Islands, etc. do acknowledge and give in writing that I will pay to the Government of the Ilo outsile First In in Lompany the moiety of whatever is the produce of my country acce dings to the funds at levels, and out of the Rujees 20,000 annual profit, which I reap from my trate with the Laccadives, I am also to pay the bull to Government besides which I doesn ulate to pay in like manner the half of whatever further income or profits from the said lands or trade shall be hereafter ascertained to accrue to me by the enquiries of the offices of Government.

And as it had been signified to me that after the rains a gentleman is to proceed to the Laccadives to sequester them for the advantage of the Honourable Company's Government, and to appropriate to the use of the said Government all the produce thereof, I do therefore engage to submit also to this if it shall be ordered by the Governor-General in Council, neither shall I in any shape object thereto; or otherwise, if it be so ordered, I shall be ready to account for the true income and produce and to pay the same to Government. Wherefore I have written these few lines as a mochulka for the revenue of Government.

Lated the 11th of April 1793

Translation of an Agreement entered into by the Bebee of CANNANGRE.

I. Bulin, the owner or lady of Cannanore and of the Luccadive Islands. do give in writing as follows:-

Whereas the sum of Rupees 28,680-12-3 is in arrest on account of the revenue due by me for the Melabar years 966 and 967, I do therefore covenant and give in writing that I will, without plea or excuse, pay the same in the following iostalmeots :--

On the 4th of Rumzaun 1207 of the Hegira, agreeing with the 15th April 1790, Rupees 8,000, and the remaining Rupees 20,680-12-3 in two kists or instalments; the use on the 24th of Rumzaun or 4th of May, and the other on the 14th of Shawul, which agrees with the 24th of May, and herein I shall use neither delay nor evasion : wherefore I have entered into this agreement.

Dated 29th of Shabaun 1207 Hegera, agreeing with the 11th of April 1793. .

No. LXVI.

AGREEMENT with the BEBEE of CANNANGRE, executed by her on the 20th October 1796, or Malabar style 15 Toolam 972.

I, Bebee Bulia, lady of Campanore, do ngree and give this writing to witness that I will pay to the Government of the Honourable English East India Company fifteen thousand Rupees per annum, being the jumma on the louses, purums, etc., situated stand near Cannanore, on my trade to the Luccadive Island, on my jelm property on the said pland. I do further agree to pry the said amount of lifteen thousand Rupees at three different kists, the first, or five thousand Rupees, on the 15th Dunco, the second, or five thousand Rupees, on the 15th Meddom, the third, or five thousand Rupees, at the end of Cheengum. The article of agreement is not to do away, not is it meant to do away, in any shape, the rights which the Government have to the Laccadive Islands as is set forth in my mocbulka dated the 9th April 1793, or 27th Shahan 1207 Hegria

- 2 I do agree to pay the enstoms on all articles of merchandize whether imported or exported by me in the same manner and the same rates as the merchants of Malabar, save upon the con imported from the Laccadivis.
- 3 I give up my retensions to the one-fifth share of the collectin which is granted by Government to the Rajahs of Malabar, being convinced that I have no right to insist on the said allowance
- 4 I give up all right and title to the Honourable Company which I have claimed to the Tarrahs of Cannatoor and Canot Chally and do agree that the Company shall make the collections in any manner they may think proper, except through the medium of the Cherical Rajah, which I most earnestly solicit may not be granted.
- 5 And I do agree to pay all arrears on account of customs, except upon the coir which I may have imported from the Laccadives

Cannanore, 28th October 1796, or M S 15th Toolam 972

(Sd) Brbee Buija

Witnesses

(Sd) BALLAGEE ROW, Dewnin

RAMBOW PESKAR

GOVIND WESDANATHIER



9 -FRENCH SETTLEMENTS-SALT AND OPIUM.

On the 7th March 1815 a Treaty (No LXVII) was signed between Great Britain and France for regulating the supply of salt, opium, and saltpetre to the French establishments in India By the terms of the treaty the right to purchase the salt manufactured in the French settlements in India was framed to the British Government, a certain quantity heing reserved by the French authorities for domestic purposes British trade, however, was seriously nflected by this arrangement, and in order to prevent the contrahand traffic which had sprung up, a Convention (No LXVIII) was concluded on the 13th May 1818 between the Administrators of the French settlements in Ind a and the Government of Fort St George This provided that the manufacture of salt in the French possessions throughout India should cease, and 4,000 Star Parodas should be paid annually to the French Government as an indemnification to the proprietors of the salt pane. The British Government also engaged to supply at prime cost such quantities of salt as would suffice for the domestic uss of the inhabitants of the French settlements in India, the French Government agreeing to sell this salt nt approximately the sams price as obtained in the adjoining British districts In 1839 this convention was modified as regards the supply of ealt to the French settlement of Chandarnagar (See Bengal-Vol I)

In 1884 n Convention (No LXIX) was concluded for five years between the Government of India and the French Government, represented by the Chef de Service at Chandarnagar Under this the rights in connection with the opium trade, which had been reserved to the French by article 6 of the treaty of the 7th March 1815, were converted into an annual payment of Rs 3,000 In 1889 this Convention was renewed (No LXA) for another term of five years.

10 -- DUTCH SETTLEMENTS

By the treaty of the 17th March 1824 (see Volume I) between the Dutch and the British Governments, the former ceded their factories and establishments in India to the latter. In pursuance of article 8 of the treaty, Commissioners representing the two powers were appointed to hand over and to receive the various factories. Those on the Coromandel Coast were delivered in August 1825, and a Deed (No LNNI) to that effect was executed

No LXVII.

CONVENTION between GREAT BRITAIN and FRANCE Signed at LONDON, the 7th of March, 1815.

In the Name of the Most Holy and Undivided Trinity.

The trade in salt and opium throughout the British Sovereignty in India, having been subjected to certain regulations and restrictions, which, unless due provision be made, might occasion differences between the subjects and agents of His Britannie Majesty and those of His Most Christian Majesty; Their said Majesties have thought proper to conclude a Special Convention for the purpose of preventing such differences, and removing every cause of dispute hetween their respective subjects in that part of the world, and in this view have named for their respective plenipotentiaries, viz, His Majesty the King of the United Kingdom of Great Britain and Ireland, Robert, Earl of Buckinghamshire, a Peer of the United Lingdom, President of the Board of His Majesty's Commissioners for the affairs of India, etc , etc , etc , And His Majesty the King of France and Navarre, the Sieur Claude Louis de la Châtre, descendant of the Princes of Deols, Count de la Châtre, His Ambassador extraordinary and plempotentiary at the Court of London, etc , etc , etc, who, after having communicated to each other their respective full Powers, found in good and due form, upon the following have agreed Articles -

I His Most Christian Majesty engages to let ut farm to the British Convention entre la Grande Buetaone et la France Signée à Londres, le 7 Mars. 1815.

Au Nom de la Très-Sainte et Indivisible Trinité.

Le commerce du sel et de l'opium ayant été assujetti dans l'etendue des Possessions Britisniques dans l'Inde à certuras réglemens et restric tions, qui s'il n'était pris des mesures convenables, pourraient donner lien à des difficultés entre les sujets et Agens de Sa Majesté Britannique et ceux de Sa Majesté Très Chrétienne. Leurs dites Majestés ont jugé à propos de conclure une Convention Spéciale pour prévenir ces difficultés, et écarter toute autre cause de dis cussion entre leurs sujets respectifs dans cette partie du monde A cet effet, elles ont nommé pour leurs plémpotentiaires respectifs, savoir Sa Majesté le Roi du Rojaume Uni de la Giande Bretagne et de l'Irlande, le Szenr Robert, Comte de Buckingbamshire, Pair da Roynume Uni. Président du Bureru de Ses Commissaires pour les affaires de l'Inde, etc , etc , et Sa Majesté le Roi de France et de Navarre, le Sieur Claude Louis de la Châtre, des Princes de Déols, Comte de la Châtre, Son Ambassadeur extraordinure et plempotentiaire à la Cour de Londres, etc., etc., lesquels, après s'être communiqué leurs Pleinspouvoirs respectifs, tronvés en bonne et due forme, sont convenus des Articles surrans.

1 Sa Majesté Très Chrétienne s'engage à affermer au Gouvernement (lovernment in India, the exclosive right to purchase at a fair and equitable price, to be regulated by that which the said Government shall have paid for salt in the districts in the vicinity of the French possessions on the coast of Coromandel and Orissa respectively, the salt that may be manufactured in the said possessions, subject to a reservation of the quantity that the Agents of His Most Christian Maiesty shall deem requisite for the domestic use and consumption of the inhabitants thereof; and upon the condition that the British Government shall deliver in Beogal, to the Agents of His Most Christian Majesty, the quantity of salt that may le judged necessary for the consumption of the inbabitants of Chandernagore, reference herog had to the population of the said settlement, such delivery to be made at the price which the British Government shall have paid for the said article

2 In order to ascertain the prices ns aforesaid, the official accounts of the charges incurred by the British Government, for the salt manufactured in the districts in the vicinity of the French settlements on the coasts of Coromandel and Orissa respectively, shall be open to the inspection of a Commissioner to be appointed for that purpose by the Agents of His Most Christian Majesty in India, and the price to be paid by the British Government shall be settled according to an average to be taken every three years. of the charges as afore aid secertained by the said official accounts, commencing with the three years preceding the date of the present Convection.

The price of salt at Chandernagore to be determined, in the same manner, by the charges meurred by the British

Anglais dans l'Inde, le privilège exclusif d'acheter le sel qui sera fabuqué dans les possessions Françaises aur les côtes de Coromandel et d'Orixa, moyennant un prix justo et raisonnable, qui sera réglé d'après celui auquel le dit Gouvernement aura payé cet auticle dans les districts proisinant respectivement les dites possessions, a la réserve toutefois de la quaotité que les Ageos de Sa Majesté Très-Chrétience jugeront nécessaire pour l'usage domestique et la coosommation des habitans do ces mêmes possessions, et sous la condition que le Gouvernement Anglais livrera dans le Bengale, aux Agens de Sa Majesté Très-Chrétienne, la quantité de sel qui sera reconnue nécessaire pour la consommation des habitans de Chandernagor, eu égard à la population de cet établissement, et que cette livraison sera faite aux prix auquel le sel reviendra au dit Gouvernement.

2 Afin de déterminer le prix du sel conformément à ce qui vient d'être dit, les états officiels constatant ce que le sel fahriqué dans les districts qui proisinent respectivement les établissemens Français sur les côtes de Coromandel et d'Orixa. aura coûté au Couvernement Anglais, seront sommis à l'inspection d'un Commissaire nommé à cet effet par les Agens de Sa Majeste Très Chrétienne dans l'Inde, et le prix qui devra ê re payé par le Gouvernement Anglais sera fixe tous les trois ans d'ai res le taux moyeo du sel pendant ce lans de tems, tel qu'il sera constaté par les dits états officiels, à commencer des trois années qui ont presede la date de la presente Conrention

Le prix du sel à Chandernagor devra être déterminé de la même maouers, et d'après celui auquel cet Part I

Government for the salt manufactured in the districts nearest to the said settlement

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- 3 It is understood that the salt works in the possessions belonging to His Most Christian Majesty shall be and remain under the direction and administration of the Agents of His said Majesty.
- 4 With a view to the effectual attainment of the objects in the contemplation of the high Contracting Parties, His Most Christian Majesty engages to establish in His possessions on the coasts of Coromandel and Orissa, and at Chandernagore in Bengal, nearly the same price for salt, as that at which it shall be sold by the British Government in the vicinity of each of the said possessions.
- 5 In consideration of the stipulations expressed in the preceding Articles, His Britaonic Majesty engages that the sum of four lacs of sicca rupees shall be paid annually to the Agents of His Most Christian Majesty, duly authorized, by equal quarterly instalments, such instalments to be paid at Calcutta or at Madras, ten days after the bills that may be drawn for the same by the said Agents shall have been presented to the Government of either of those Presidencies, it being a reed that the rent above stipulated shall commence from the 1st of October. 1814
- 6 With regard to the trade in opium, it is agreed between the high Contracting Parties, that at each of the periodical sales of that article, there shall be reserved for the French Government, and delivered apon requisition duly made by the Agents of His Most Christian Majesty, or by the persons duly appointed by them, the number of chests so applied for , provided that

article ressendra an Gouvernement Auglais dans les districts les plus voising de cet établissement.

- 3 Il est bien entendn que les salines situées dans les possessions appartenant à Sa Majesté I rès Chrétienne, seront et demeureront sous la direction et l'administration des Agens de Sa dite Maiesté
- 4 Afin d'attendre le hut que les hantes Parties Contractantes ont en vne, Sa Majesté Tres-Chrétienne s'engage a établir dans Ses possessions sur les côtes de Coromandel et d'Orixa, et à Chandernagor dans le Bengale, le sel nu même prix à peu près que le Gouvernement Anglaia le vendra dans les territoires voisins de chacune des dites possessions.
- 5 En considération des stipulations renfermées dans les Articles précédens, Sa Majesté Britannique s'engage à faire payer nnnuellement aux Agens de Sa Majeste Très-Chrétienne dûment autorises, la somme de quatre lacs de roupies sicca , lequel payement sera effectue par trimestre et par portions egales, soit a Calcutta. soit à Madras, dix jours après que les traites tirées par les dits Agens anront eté presentées an Gouvernement de l'un ou de l'nutre de ces Présidences.

Il est convenu que la rente ci dessus stipulee sera due à partir du 1er Octobre, 1814

6 Il est convenu entre les hautes Parties Contractantes relativement nu commerce do l'opium, qu'à cliacune des ventes periodiques de cet article. il sera re ervé pour le Gouvernement Français et délivre à la requisition des Agens de Sa Majesté Tres-Chrétienne, ou à celle des personnes qu'ils noront autorisées à cet effet, La quantité de caisses d'opium qu'ils

such supply shall not exceed 300 chests in each year, and the price to be paid for the same shall be determined by the average rate at which opium shall have been sold at every such periodical sale it being understood that if the quantity of opium applied for at any one time shall not be taken on account of the French Government by the Agents of His Most Christian Majesty, within the sale and shall be sal

Part I

the 300 chests bereinbefore mentioned

The requisitions of opium as aforesaid are to be addressed to the Governor-General at Calcutta within thirty days after notice of the intended sale shall have been published in the Calcutta Gazette

- 7 In the event of any restriction being imposed upon the exportation of ealtpetre, the subjects of His Most Christian Majesty shall nevertheless be allowed to export that article to the extent of 18,000 manufer
- 8 His Most Christian Majesty. with the view of preserving the harmony subsisting between the two nations, having engaged by the twelfth Article of the Treaty concluded at Paris, on the 30th of May, 1814, not to erect any fortifications in the establishments to be restored to Him by the said Treaty, and to maintain no greater number of troops than may be necessary for the purposes of police, His Britannic Majesty on his part, in order to give every security to the sul jects of His Most Christian Majesty residing in India, engages, if at any time there should arise between the High Contracting Parties and misunderstanding or rupture (which God forbid), not to consider or treat as prisoners of war

demanderont, en tant que cette quantité n'exceder a par tons cents causses par an, lesquelles devront être paytes an prix moyen auquel l'opium se sera éleve a chacine de ces ventes périodiques. Bien entendu que si les Agens du Gouvernement l'rançais ne faissaient par retirer pour son compte, aux termes ordinaires des livraisons, la quantité d'opium qui aurait eté demandes à une époque quelcoque, elle entreroit néammoirs en déduction des trois cents cairess qui doivent être livrées.

Les demandes d'opium faites ainsi qu'il vient d'être dit, devront être ndressess nu Gouverneur Generil à Calcutta, dans l'espace de trente jours aj rès que l'epoque des ventes nura été indiquée par la Gazette de Calcutta

- 7 Dans le cas ou il serait mis des restrictions à l'exportation de salpêtre, les sujets de ba Majeste Très-Chrétienne, n'en auront pas moins la faculté d'exporte cet article jusqu'à la concurreuce de dix lu timlle mands.
- 8 Sa Majesté Très Chrétienne, dans la vue de conserver la bonne harmonie qui existe entre les deux nations, s'étant engagée par l'Article 12 du Traite conclu à Paris, le 30 Mar 1814, à n'élever ancun ouvrage de fortification dans les etablissemens qui doivent Lui être restitués en virta da dit Traite, et à n'y avoir que le nombre de troupes nécessaires ponr y maintenir la police, de Son côte Sa Majesté Britannique afin de donner toute sureté aux snjets de Sa Majesté Très-Chrétienne résidant dana l'Inde, s'engage, si à une epoque quele nque il survenait entre les hautes Parties Contractartes oneloue aujet de mésintelligence on nne rupture (ce qu'à Dien ne plane),

those persons who belong to the curil establishments of His Most Christian Majesty in India, nor the officers, boncommissioned officers, or soldiers, who, according to the terms of the said Treaty, shall be necessary for the maintenance of the police in the said establishments and to allow them to remain three months to settle their personal affairs, and also to grant them the necessary facilities and means of conveyance to France with their families and private property

His Britannic Majesty further engages to permit the subjects of His Most Christian Majesty in India, to continue their residence and commerce so long as they shall conduct themselves peaceably, and shall do nothing contrary to the laws and regulations of the Government

But in case their conduct should render them suspected, and the British Government should jndge it becessary to order them to quit India, they shall be allowed the period of six months to retire with their effects and property to Frauce, or to any other country they may choose

At the same time it is to be understood that this favour is not to be extended to those who may act contrary to the laws and regulations of the British Government

9 All Europeans and others whosoever, against whom judicial proceedings shall be instituted within the limits of the said settlements or factiones belonging to fils Most Christian Majisty, for offences committed, or for debts contracted wi hin the said limits, and who shall take refuge out.

à ne point considérer ni traiter comme prisonniers de gnerre, les personnes qui feront partie de l'administration civile des etablissemens Français dans l'Inde, non plus que les officiers, sons officiers, et soldats qui, aux termes du dit Traité, seront necessaires pour maintenir la police dans les dits etablissemens, et à leur accorder un délai de trois mois pour arranger leurs affaires personnelles, comme aussi à leur fonrnir les facilités nécessaires et les moyens de transport pour retourner en France avec leurs familles et leurs proprietes particulières

Sa Mayesté Britannique s'engage en outre a necorder nux sujets de Sa Majesté Tres Chretienne dinns l'Inde, la permission d'y continuer leur residence et leur commerce aussi longtems qu'ils s'y conduront puisiblement et qu'ils ne feront rien coutre les loss et les reglemens du Gouvernement.

Mass daus le cas où leur conduite les rendroit suspects, et où le Gouvernement Auglais jugerait nécessaire de leur ordonner de quitter l'Inde, il leur sera necordé à cet effet un delu de six mois pour se retirer avec leurs effets et leurs proprétées, soit eu France, soit dans tel autre pays qu'ils choisraient

Il est hien entendu en même tems que cette faveur ns sera pas étendu à ceux qui pourraient avoir agi contre les lois et les reglemens du Gouvernement Britannique

9. Tous les Européens, on autres quelconques, contre qui il sera procédé en justico dans les limites des dits etablissemens ou factories appartenant à Sa Majesté Très Chrétenne, pour des offenses commises ou des dettes contractées dans les dites lunières, et qui prendront réfuge

Pert I M

of the same, shall be delivered up to the chiefs of the said settlements and factories, and all Europeans and others

take refuge within the same, shall be delivered up by the chiefs of the said settlements and factories, upon demand being made of them by the British Government,

10. For the purpose of rendering this agreement permanent, the High Contracting Parties hereby engage that no alteration shall be made in the conditions and stipulations in the foregoing Articles, without the mutual consent of His Majesty the King of the United Kingdom of Great Britain and Ireland, and of His Moet Christian Majesty.

11 The present Convention shall be ratified, and the ratifications shall be exchanged at London is the space of one month from the date hereof, or sooner if possible

In witness whereof the respective Plenipotentiaries have signed it, and have thereuato affixed the seals of their arms

Done at London, this 7th day of March, in the year of our Lord 1815

> (Sd.) Buckinghamshire, (L S)

(Sd) LE CONTE DE LA CHATRE, (L S) hors de ces mêmes limites, seront délivrés aux chefs des dits établissemens et factories, et tous les Luropéens on autres quelconques contre qui il sera procéde en justice, hors des dites limites, et qui se réingieront dans ces mêmes limites, seront délivrés par les chefs des dits établissemens et factories sur la demande qui en erra faite par le Gouvernement Anglis

10. Afin de rendre la présente Convention permanente, les hautes Parties Contractantes s'engagent à n'apporter ancin changement aux Articles stipulés ei-dessus, sans le consentement mutuel de Sa Majeste le Roi dn Royanme Uni de la Grande Bretagne et de l'Irlande, et de Sa Majesté Très Chrétienne

11 La présente Convention sera ratifiée et les ratifications en seront échangées à Londres dans l'espree d'nn mois, ou plutôt si faire se pent

En foi de quoi, les Plémpoteutiaires respectifs l'ont signée, et y ont apposé le eachet de leurs armes

Fast à Londres, le 7 Mars, l'an de Grâce, 1815

(Signé) Buckinghamshire, (L. S)

(Signe) LE CONTE DE LA CHATEE, (L. S) definitively concluded as soon as it has been signed by Messis Clement Thomas, Chef de Service at Chanderragore, and C E Buckland, specially delegated for this purpose by their respective Governments

Done at Chandernagore, in duplicate. on the sixteenth day of July eighteen hundred and eighty-four

On behalf of the Government of India

(Sd) C E BUCKLAND.

Le Chef de Service,

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(Sd) CLLMENT THOMAS

fications, sera considérée comme definitivement conclue des qu'elle aura été revêtue des signatures de MM Clément Thomas, Chef de Service

Fast en double expédition à Chandemagor, le seize Juillet mil huit cent quatre-vingt quatre

Le Chef de Service

(Sd) CLEMENT THOMAS

On behalf of the Government of India

(Sd.) C. P. BUCKLAND

No LXX

OPIUM CONVENTION

Convention of the 5th September 1859, concluded for five years, beginning on the 1st January, 1859, regarding the conversion into an annual payment of three thousand rupees of the rights in connection with the opinm trade reserved to the French Government by Article 6 of the Convention of the 7th March, 1815, and for the purpose of preventing the introduction of contraband opium into Chandernagore

Iktween Monsieur Alphonse Bonnet, Principal Administrator at Chandernames no c 1 - 1

CONVENTION RELATIVE

A L'OPIUM

Convention du cinq Sep'embre, 1889, conclue pour une durée de cinq ans à partir de ler Janvier, 1889, à l'effet de convertir en un pajement unnuel de trois mille roupies le droit réservé au Gouvernement I rançais sur le commerce de l'opium par l'Article 6 de la Convention du 7 Mars, 1815, et en vue de prévenir l'introduction frauduleuse de l'opium à Chandernagor.

l ntre Monsieur Alphonse Bonnet. Administrateur Principal de Chandernagor, procé fant avec l'autorisation speciale de Monsieur le Gouverneur des Etablissements Français dans l'Inde, et ngreant nu nom du Gouvernement Français, d'une part,

the French Government, on the one part.

And Mr Chriles Edward Buckland, Secretary to the Board of Revenne, Lower Provinces, on the part of the fovernment of Indu tle said Mr Charles Edward Bickland having speeal authority for the purpose from His Excellency the Viceon and Governor-General of Iudia on the other part, the following agreement has been concluded—

ARTICLE 1

The French Government renonnecther privilege reserved by Article 6 of the Convention of the 7th March 1815, entitling them to purchase annually at C leutta three hundred chests of opinm at the average price obtained at the periodical sales of this Article

ARTICLE 2

The Government of India in exchange for this renunciation agree to pay to the French Administration at Chandernagore a sum of three thousand runces per annum

ARTICLE S

The French Administration agree to impose on the farmer licensed to sell opium at Chandernagore the ohligation not to introduce into that settlement for consumption or for any other purpose, or to possess, or to export or to sell at his shops, any opinm other than that manufactured on account of the English Government and supplied from the Hooghly Collectorate ut the same price as the opium allowed by the said Government to their farmer or ngents authorized to sell this product on English territory adjoining Chandernagore Tile French nuthorities will u e their power to prevent mny contravention of this obligation by the farmer or by any ther person, wlether It Monseur Charles Edward Buckinad, Serefture du Dupriement des Revenue, Lower Provinces, delegue du Gouvernement de l'Inde, et procédant ave el autorigation spéciale de son I xcellence le Vice Roi et Gouverneur General de I Inde, d'autre part, a éte curvenu ce qui suit—

ARTICLE 1

Le Gouvernement Français renonce au privilege à lui reserve pri l'Article 6 de la Convention du 7 Mars, 1815, pour l'achat à Calcatta de trois cents caisses d'opium par au, au prix mojen des ventes périodiques de cet article

ARTICLE 2

Le Gouvernement de l'Inde en échange de cette renonciation s' en-

ARTICLE S

L'Administration Française con-

Etablissement pour consommation on pour tent nutre but, ou de n'avoir on exporter on vendre dans sa bouti que autre opium que celui manufacture pour le compte du Gouvernement Anglais et fournir par le Collectorat d'Hooghly nu même prix que Popium udmis par le dit Gouvernement à son fermier ou à ses Agents antorisés à vendre ce produit sur le territoire Anglais uvoisinant Chanderosgore Les autorités Françaises n'eront de leur pouvoir de prevenir toute contravertion à cette

through importation of foreign opium by sea or through ony other means The French authorities further cogage generally to use their power in the prevention of traffic, whether import or export, between Chandernagore and British territory, in any opium but that which has been brought from the Hooghly Collectorate

ARTICLE 4

As compeosation for the loss which the obligation univised on the French farmer may cause to the local budget of the French Settlements in India. the English Government engage to pay to the Administration of Chandernagore annually, and in two instalments. an indemnity fixed of a round sum at two thousand rupees

ARTICLE 5

The payments mentioned obove in Articles 2 and 1 will both be made in moieties, at the end of each six months, counting from the 1st Juouary 1889

ARTICLE 6

The present Convention shall have a duration of five years to be calculated from the lat January 1889

ARTICLE 7

The present Convention shall, without requiring any other ratification, be considered to be definitely concluded for a period of five years, to be calculated from the 1st of January 1889, as soon as it shall have been signed by Monsieur All house Bonnet, Principal Administrator of Claudernagore, and

abligation par le fermier ou par tonte nutre i ersonne soit au moven d'importation de l'opium étranger par mer ou par toute nutre moven

Part I

Les nutorités Françaises s'engageot généralement à user de leur 1 ouvou d'empicher de t afiquer soit dans l'importation soit dins l'exportation entre Chandernagor et le territoire Anglais tout antre onum que celui qui a cté introduit du Collectorat d'Hooghly.

ARTICLE 4

En compensation du préjudice que l'obligation imposée an firmier Prancais pent occasionner au bud ret local des Liablissements francus dans l'Inde, le Gouvernement Auglass s'engago à payer annuellement et en deux termes à l'Administiation de Chanderpagor, une indemnité fixée à forfait à deux mille rountes

ARTICLE 5

Les deux payements déjà cités dans les Articles 2 et 4 auront hen par motié, de semestre en semestre, à terme Cobu, à partir du ler Jaovice 1849

ARTICLE 6

La présente Convention une durce de cinq aus, à compter du ler Janvier 1889

ARTICLE 7

La présente Consention sans qu'il soit besoin d'aucune autre ratificatian, sera considerée comme defi nitivement conclue, pour une periode de eing ans à compter du premier Jaovier, 1889, des qu'elle nura été resetue des signatures de Monsieur Alr house Bonnet, Administrateur

Mr Charles Edward Buckland, Secretary to the Board of Reveoue, Lower Provinces specially delegated for this purpose by their respective Governments

Done of Chandernagore in duplicate on the 5th of September, one thousand eight hundred and eighty nine Principal de Chandernagor, et Monseur Charles Edward Buckland, Secrétaire du Departement des Revenns, Lower Provinces, spécialement delegués à cet effet par leurs Gouvernement respectifs

Fait en double expédition à Chandernagor, le cinq Septembre, mil, huit cent, quatre viogt neuf

(Sd) R BONNET

, C E BUCKLAND.

No LXXI.

DEED of TRANSFER of DUTCH POSSESSIONS ON COROMANDEL COAST to the BRILISH GOVERNMENT—1925

Whereas by the 8th Article of a Treaty between His Majesty the King of the United Kingdom of Great Britain and Ireland and His Majesty the king of the Netl erlands concluded at London on the 17th day of March in the year of our Lord one thousand eight hundred and twenty four, His Netherland Majesty cedes to His Brinaine Majesty all his estiblishments on the Cootioent of India and renonnees all privileges and exemptions enjoyed or claimed in virtue of those establishments, and Whereas Henry François Vonsohsten, Esq. has been opposited by His Excellency the Governor General of Netherland India Commissioner to deliver up the Netherland establish ments on the Coast of Coromandel, ond Lieutenant-Colocel James Stuart Iraser appointed by the Honorable the Governor to Council of Fort St. George Commissioner to receive possession of the said establishments

Now be it known that I, Heory François Vonsolisten, do hereby declare to have delivered up on the 1st June 1825, in the name and oo behalf of Ilis Majesty the King of the Netherlands, to Lieutenant-Colonel Junes Staart Fraser, Commissioner on the part of the British Government, the Netherland establishments at Sadras, Pulitat, Pallocle, Jagrenais Ipozam, lumlipatam, Porto Novo, Keellarray, Thitechin, and Cape Comorin, with the reveral dependencies, and I, James Staart Fraser, do hereby ach noveledge to have received on the 1st June 1825, for ool on behalf of 11is Britanoic Majesty, from the said Henry François Vonsolisten, Esq., the Netherland establishments as aforesaid with their several

In testimony whereof we the respective Commissioners have hereunto subscribed our Names and affixed our Seals at Sadras this I ighteenth day of August in the year of our Lord One thousand Light hundred and Twenty-five

(Sd) J S FRASER, Lieut Col, L S British Conmissioner De Aederland Commissio ier

(Sd) H F VONSOHSTEN

11 —CEYLON

The first diplomatic intercourse between the British Government to India and the native powers in Ceylon took place in the year 1664, when an embassy was seot to obtain from the King of Kandy the release of some English sailors whom he beld in captivity. The mission was unsuccessful. A century later, in 1763, an inhabssador was sent to propose a treaty of friend-ship, but the negotiations were never earried to maturity. In 1782, after the conquest of the Dutch settlements on the Coromandel Coast, a force was despatched by the Madris Government to reduce the Dutch possessions in Ceylon, and Mr. Hugh Boyd accompanied the expedition for the purpose of concluding a treaty of alliance with the King of Kandy, by which the latter was to be required not only to supply provisions to the British troops but to send a strong force to co operate with the English. The King, however-refused to take part in the war ngainst the Dutch or to conclude a treaty except with an ambassador commissioned from the King of England direct.

It was not till the year 1795 that the British Government acquired a permanent footing in the island. Towards the close of that year an expedition organised by the Government of Madras reduced Trincomales, Juffna, and Kalpitya, and a preliminary Treaty of alliance (No LXXII) was concluded with the King of Kandy on the 12th October 1795. Subsequently a Cingileso envoy was deputed to Madras, who concluded a definitive Treaty (No LXXIII) on the 12th February 1796, but the King of Kandy, influenced by a party at his Court who favoured the Dutch interest, refused to ratify it At that time the position of the Dutch towards the Nutive Government at Kandy was defined by the last trenty* which they had arranged with the Cingalese in 1766 They considered themselves entire masters of the whole coast, but had never paid the tribute to the King which was stipulated for ie the fourth article of the freaty. In the mean time the British troops had falen Negombo, on the 4th February 1796, and on the 15th February Articles of capitulation (No LXXIV) were framed by which the Dutch settlements in Ceylon, including Colombo, Galle, and Knistara, were ceded by the Governor of the Dutch possessions in the island to the British Government.

The administration of the conquered settlements in Ceylon was entrusted to the Government of Madras, but an injudicious attempt to introduce the Madras fiscal system, which nearly resulted in a general revolt, led to the

⁴ See Appendix.

transfer of the island to the direct government of the crown, and the appointment of Mr North as the first Governor in 1798. His appointment, as well as that of the civil officers, was made by the King, but in the conduct of affairs the governor was placed under the orders of the Governor General of India, an arrangement which lasted till 1502. In the meantime a revolution bad broken out at Kandy. The King was deposed by the Adigar or prime minister and died in 1798. Vikrama Rija Siogha, nephew of the Queen, was installed through the influence of the minister who, to secure the real power to his own person, induced the Governor to coter into a scheme* to effect the removal of the King to the British settlements and to depute the Adigar to exercise his power at Kandy where a British sub-mary force was to be stationed.

The project, which was to be carried out by means of nn embassy to conclude a new treaty with the King, ended in utter failure, but the Adigar determined to gain his object by provoking a war. Several merchinats, subjects of the British Government, were forcibly seized and plundered in April 1512. Compensation was refused, and in February 1803 a British force of 3,000 men occupied Kaody, which was abandoned by the King and the inbahitants. Muttu Symani, in member of the royal family, who on the elevation of Vikrama Haja Singha, bad fled to the British territories, was set on the throne, and in Treaty (No LVXV) was concluded with him in May 1803 by which extensive districts were ceded to the British Government, a British subsidiary force was to be stationed at Kandy, and the King was probabled from diplomatic intercourse with foreign powers.

By a separate Agreement of the same date (see supplement to No LXVV), with the Adigar the new King was to reside at Jaffina with all the pomp of royalty, while the Adigar was to hold the real power at Kandy. Encouraged by the success of bis perfidy, the Adigar determined to secure the crown for limited, to seize the person of the Governor, Mr. North, and to exterminate the garrison at Kandy. The plot for the seizene of Mr. North failed through an accident, but in June 1803 the natives rose on the garrison at Kondy and, after inducing them to capitulate on the promise of their lives, treacherously mas acred them and the puppet King Matta Swam

The war which essued with the King of Kandy was waged with great severity on both sides for two years. Hostilities craved only from the exhaustion of b th parties, and for the next ten years peace continued without

^{*} For the secret history of this policy, see Tennant's Caylon, Volume II, Part VI Chapter 3

any formal or amicable agreement. In the interval, the Adigar was executed by Vikrama Raja Singha for treason in 1812. The inhuman barbarities which the king perpetrated disgusted and terrified his subjects, who only awaited a favourable opportunity to revolt. At length, towards the close of the year 1814, a party of merchants, who had gone from the British territories to Kandy to trade, were seized by the King as spies and sent back horribly mutilated. War was immediately declared, and in February 1815 Kandy was occupied almost without imposition. The King Raja Singha was made prisoner and deported to Vellore, where he died in 1832.

On the 2nd March 1815, at a Convention (No. LXXVI) of the Cingalese Chiefs at Kandy, the King was formally deposed, the sovereignty of the whole island of Ceylon was vested in the British Crown, and the preservation of the old form of government of Kandy and of the customs, laws, and re ligion of the people was guaranteed. For two years the country remained tranquil and the terms of the convention were faithfully observed by the British Government But the people bad little sympathy with the Government and in 1817 they rose in rebellion Townrds the close of 1818 the rebellion was subdued and the whole country restored to order Advantage was taken of the rebellion to modify (No LAXVII), the Convention of 1815 and to emancipate the people from the oppression of their Chiefs by limiting the terms of their personal service, commuting taxes to n tithe of the produce of the land, and transferring the administration of justice to a regularly constituted agency Since then, with the exception of a few partial and nnimportant attempts at rebellion on one of which occasions (in 1848) reinforcements were api hed for from India, the peace of the country has remained undisturbed, and political relations with the island have necessarily coased

No. LXXII.

PRELIMINARY TREATY with the King of Kandy, concluded on 12th October 1795.

Treaty of alliance and friendship proposed and agreed to hy Veeziar

lunkassuwarangsah Maharasah Maumah Raosest ee Maslaunah Outamah Persah Teerouvausul, the King of Kandia, and Robert Andrews, Esquire, ambassador on the part of the Honourable English East India Company.

ARTICLE 1.

The King of Kandia and the Honourable East India Company shall lenceforward continue in firm allhance and friendship to each other so long as the sun and moon exist, that is, for ever.

ARTICLE 2.

That henceforward neither the Houourable Company nor any who may be did not there is a first shall be a friend to those who may be the enemies of the King of Kandia, neither shall the King of Kandia or any under his jurisdiction be a friend to those who may be the enemies of the Honourable Company.

ARTICLE 3.

That henceforward it shall be menmbent on the Honourable Company to guard and protect the King, country, and religion called Pootaugamum of Ceylon against all its enemies.

ARTICLE 4.

That in order to secure the constant protection and assistance of the Honourable Company by enabling them to keep a force on the island of Ceylon, the King of Kandia shall cede to the Honourable Company for ever some favourable situation, to which the Dutch can have no right or title whereon the Honourable Company shall have full permission from the King of Kandia to erect such forts and factories as shall appear necessary.

ARTICLE 5.

That in order to cement and strengthen the alleance and frendship protrule and commerce of the island
on) shall hereafter be carried on
npany in preference to any other
ne shall hereafter be established

ARTICLE 6

That after a final arrangement of the Treaty proposed and other subjects at present under discussion shall have taken place, no fresh matter of public concern shall be undertaken or executed respecting the island of Ceylon previous to its being made known at the court of kandin, and His Majesty's sanction being first had and philance!

This above Treaty to be considered preliminary to a more comprehensive Treaty of alliance and commerce which I promise shall hereafter te signed by the Right Honourable Lord Hibart, Governor, the Members of Council, and that the Honourable Company's seal shall be affired thereto

Signed and realed by the contracting parties at the Court of Kandia, Monday, the 29th of Pouratanhy of Randad year, answering to the twelfth of October one thousand seem hundred and ninely five, 1795



In the presence of

(Sd) STRICKLAND KINGSTON

A true translation as near as can be from the Malabar language

(Sd) POONDAMALLY JYAH MOODELY, Company's Interpreter

No LXXIII

ARTICLES OF TREATY and ALLIANCE agreed upon by the RIGHT HONOURABLE LORD HODART, GOVERNOR, ETC, and Ins COUNCIL, for the affairs of the Honourable Evoltsh East India Company, at Port St George, and Streelunkaisuwaraugian Manapajah Maunah Raujestree Matlaunah Outamah Periah Teenouvausul, the King of Kandia, 12th February 1796

ARTICLE 1

The Honourable English East India Company and the King of Kandia

shall henceforward continue in firm alliance and friendship to each other so long as the sun and moon exist, that is, for ever.

ARTICLE 2.

That henceforward neither the Hononrable Company, or any who may be under their jurisdiction, shall be a friend to those who may be the cenemics of the King of Kandia, neither shall the King of Kandia, or any inder his jurisdiction, be a friend to those who may be the enemies of the Hononrable Company.

ARTICLE 3

That henceforward it shall be incumbent on the Honourable Company to assist the King of Kandri in the defence of his country and religion (called Pootungum) against all encemes, and in like manner shall the King of Kandri render his assistance to the Honourable Company against the attacks of their encemes on the island of Ceylon

ARTICLE 4.

That in order to secure the constant protection and assistance of the Honourable Company by enabling them to keep a force on the island of Ceylon, the King of kandia shill eede to the Honourable Company for ever a favourable situation, to which the Dutch can have no right or title, whereon the Honourable Company shall have full permission from the King of Kandia to erect such forts and factories as shall appear necessary.

ARTICLE 5

That in order to coment and strengthen the alliance and friendship proposed, the King of Kandin engages that the tiade and commerce of his dominions, particularly that of the enanamo, shall liereafter be carried on with the Honourable English East India Company in preference to any other mation

ARTICLE 6.

That for such artheles of trade as the King of Randin or his subjects may finish, particularly the ennamon, the Honourable Company shall make prument in gold, silver, fanuss, eash, piece goods, broadcloth, brimstone, silipetre, lead, finits, swords, fire arms and other articles, in such proportion of each as may be agreed upon at the time of purchase, otherwise to be at liberty to dispose of their goods to other places.

ARTICLE 7.

That the King of Kindri shill have permission to employ ships, vessels, or state, together in number ten, for the purposes of tride, and that such goods or articles of merchandre as may be laden thereon shill be exempt from duty, nor shall the different picking is be opened, but an inventory delivered thereof but a person or persons dilly authorized for that purpose by the king of Kindria, the ships, vessels, or boats, however, subject to search and

examination by such public officers as may stand appointed to the performance of third duty at the different scape its the Lightsh Last India Company may possess, and to which the above vessels may resort. Any number of vessels except those above stipulited for, which liss Majisty or his subjects may ploy, shill be linkle to the same duties and restrictions as those of any other ir cretiants trading under the protection of the Houourable Linghish East India Company

ARTICLE 8.

The Honourable Campany shall not at any time interfere with any part of the King of Kundus's present possessions except such as shall hereafter be evided to them by the king, with a view of an increase of their friendship in I moreover, as the King of Kan in represents many situations to have been forcibly taken by the Datch, the Company shall investigate the subject as soon as they have captured their different possessions on the island of Ceylon, and restore to the King of Kandri at the conclusion of the war, should they remain permanent possessors of the Datch settlements, such interior situations as he may appear to have just claim to, reserving to themselves, however, the entire jossession and protection of the coast with the districts annexed thereto. That, notwithstanding the preceding article, so soon as the British Last India C mpany become possessors of the Datch settlements on the island of Ceylon they shall restore to the King of Kandria a situation upon the coast for the sole and express purpose of procuring an adequate supply of salt and fish for the coasimption of the people of its country

ARTICLE 9

That after a final arrangement of the present Treaty shall have taken place, no fresh matter of public concern relative to the King of Kindia or any part of the island of Cey lon, except such as has been or may be explaired from the Dutch, shall be undertaken or executed previous to its being made known to the court of Kandia, and His Majesty's sanction being first had and obtained

ARTICLE 10

The Honouruble Company shall at all times be ready to afford their fieldly assistance to the King of Kandia, either on the island of Cevion or other countries, in procuring him such things as he may stand in need of, which his own dominions do not furnish.

ARTICLE 11

The Honourable Company's ambassadors who may be entrusted yearly Outaafter
tamah

Periah Leerouvausul

ART CLE 12

The ambassadors on the part of Streelunkaranguah Mailannah Outa mah Periah Teerouvausul shall be conducted as usual by the H nonralle

English Company with every attention, and be permitted to return with the same compliments after having negociated with them on the occasion of their einbassy.

ARTICLE I3.

The "I I III Council, have, in confirmatic set their ratification or rejection of the Hononrable East India Company of England, within two years from the date hereof.

Signed and sealed at Fort St. George, this twelfth day of February one thousand seven hundred and ninety-six.

(Sd.) HOBART.

ALURED CLARKE.

, EDWD, SAUNDERS. E W. FALLOFIELD.

No. LXXIV.

ARTICLES of CAPITULATION for COLOMBO and the remaining Duich Settlements—15th February 1796.

Preliminant Article.

Company'a

John Gerard Van Angelbeek, Couneillor of India, Governor and Director of the Dutch possessions in the island of Ceylon, offers to deliver up to Colonel Stuart and Captau Gardner, commanding the English troops, the fortress of Colombo upon the following conditions at the expiration of three days —

ANSWER.

Major Patrick Alexander Agnew Adjutant General of the British troops in the island of Ceylon, by virtue of the powers delegated to him by Colonel James Stuart, commanding the British army and Allau Hyde Gardner, Esquire, Captain of His Majesty's ship Heroine, and senior officer of the naval force before Colombo, consents to admit of the surrender of the fort of Colombo on the undermentioned terms, provided the capitulation is signed this evening and the fort dehvered to the British troops tomorrow morning at ten o'clock, in the manner stipulated in the following Articles --

ANSWER.

ARTICLE I.

In this capitulation shall be included the town of Galle and the fort of Cali.....

Granted.

thre with all their dependencies, lands, domains, etc., of the Honourable Dutch East India Company, and the Governor shall issue orders to the commander and conneil of Galle and the commandant of Caliture for the actual surrender according to the contents of this capitulation.

ARTICLE 2.

The fort with all its dependencies, artillery, ammonition, stores, provisions, and all other effects belonging to the Company, with the plans and papers relative to the fortifications, shall bond fide be delivered up without concealing or Leeping back anything

ARTICLE 3.

And as the hooks at Colombo as well as Galle are two years in arrears, the delivery shall take place according to the balances now actually existing, and a reasonable time be allotted to the head admini tration Van Aagelbeck and the administration Van der Spaa at Galle with their acceptants to finish the books, and they shall, during that time, receive the pay and emoluments, fixed for their services. As the head smith, cooper, house carpenter, the overseer of the arsenal, and the brickmaker receive everything by indeut, their account shall be examined by our accountants and paid by the English On the other hand, the above-mentioned artificers and overseers are responsible for the articles issued to them.

ARTICLE 4.

All public papers shall also be faithfully delivered over, but attested cornes of all the public and secret consultations held during his short government and which he has not had an opportunity of forwarding to Holland or Batavia, shall be given to Governor

ANSWER.

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Granted. The surveys of the districts of the island of Ceylon, and its coasts, with all other public plans, to be included.

ANSWER.

One year or eighteen months, if absolutely necessary, shall be allowed for the purpo e of arranging the books, during which time a reasonable salary shall be paid to the servants of the Dutch Company necessarrly employed in this department. The accounts of the artizans shall he examined and liquidated.

ANSWER.

Granted.

Van Angelbeck, to enable him to answer for his conduct according to the nature of the circumstances

ARTICLE 5

The returns and merchandize of the Company, which are partly laden on board the ships Berlieum and Engegendated now laying in the roads, and partly stored in piritate honese, as well as those at Galle, shall also be faith fully delivered by the Commissioners who shall be appointed by the Governor to Major Agnew, who is authorised by the Government of Major Agnew, who is authorised by the Government of Madras to receive them.

ARTICLE 6

But as the Company has of late years borrowed money upon interest of their servants and inhabitants, and when in want of ready money have resped (kre dut braven) promissory notes to the amount of about five lakes of Rix Dollars (of which however at least onehalf is in the treasury), with a promise to realize the same, and as several servants have their pay and emoluments in the hands of the Company, for which they have no other security, but their property, the show-mentioned debts shall be paid out of them, and the notes discharged, which can occasion the less consideration, as the returns alone, taking the fine connamon at only three Rupees a pound, the pepper at 100 Rupees per candy, the cardamoms at one Rupee a pound, and the piece-goods and other merchandize at the invoice price, will amount to about twenty five labbs of rapees and

ANSWER

All merchandize, stores, and pubhe property of every description, either laden on board the ships now unchored under the guns of the fort, deposited in public stores, or distributed in the houses of in lividuals, as well as all public property placed in a similar manner at Galle, Caliture or any other part of the island of Ceylon depending on these Goveinments, shall be delivered by the Commissaries who shall be named by the Governor, Van Angelbeck, to Muor Agnew, the agent appointed by the Government of Madras to receive them, in thice weeks from this date.

ANSWER

As Mr Van Angelbeck has as sured the officers commanding His Majesty's naval and land forces before Colombo that a refusil to comily with the demind contained in the 6th Article will be attended with the total ruin of the colony, they consent to the following arrangement regarding the paper currency of this island, provided the public property of the Dutch Compuny is found to be conformable to the statement contained in this Article

The Lnglish Government of Ceplon will fals up the promissory notes of the Dutch Government, which are still in circulation (provided they do not exceed the sum of fifty thousand Pounds Sterlung) and issue certificates for the amount, hearing an interest of three percent per annum 14 Juble half yearly. all the debts, pay, and notes in circulation not above six lakes. The copt or docdies shall continue current for one Stiver

which certificates shall be in force so long as the districts of Ceylon, extending from Matura to Chilary, shall be in possession of the English, and no longer. Should these districts be restored to the Dutch, the responsibility of payment will necessarily revert to them, in which event the original notes of the Dutch Government shall be restored to the proprietors in exchange for the certificates granted by the British Government.

The officers commanding the British forces are not authorized to provide for the payment of the anears due to the servants of the Company, this must be left to the future determination of His Britanno Majesty

The copper coin of the island must find its own value in the course of exchange

ARTICLE 7.

All private property without exception shall be secured to the proprietors

Asswer.

Granted, with exception of all military and naval stores, which in every instance must be deemed public property

ARTICLE S.

In which is expressly included the funds of the Orphon House, or the College for the administration of the effects of infant children, and of the committee for managing the poor funds, as also the two slaps now in the roots (Retheum and Friggerindleri) which I clong to individuals in Holland and chartered by the Company, as shall be proven

ANSWER

Granted, with exception of the ships, which must be defined public projectly.

Article 9.

The garrison shalt much out with the honors of war, pile their arms by command of their own officers on the ASSEL

Granted

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Esplanade, and again return to their Barracks. The officers to keep their side arms, the clevangs and creeses of the non commissioned officers and private Malays to be locked up in chests, and oo their departure on heing set on shore to be returned to them

ARTICLE 10.

The European officers, non-commissioned and privates of the hattalion of Dutch troops and the detachment of the Wirtemberg regiment doing duty with it, as well as the artillery and seamen, shall he transported in English ships from hence to Europe or Batavia, according to their choice, with permission to carry along with them their women, children, necessary servants. and baggage None of the officers. however, shall be removed from heoce against their will, as many of them are married and have their property bere. and in case of any of them wishing to depart, time shall be allowed them to arrange their affairs, to go where they please upon their parole of honor not to serve in this war against England until they shall be exchanged.

ARTICLE 11.

As there are some native horn French in garmon, they shall be transported to the French islands if they choose it.

ARTICLE 12

The Malays that do not choose to remain here shall be transported in English ships with their women and children to the island of Java

Answer.

The European officers, non commissioned officers, and privates, as well of the Dutch hattahon as of the regiment of Wirtemberg, the artillery, engineers, and marioe, must be considered os prisoners of war, and as such they will be treated with that ottention which the British Government has ever shown to those whom the fortune of war has placed in its power whole shall be sent to Madras Such of the officers as desire to return to Ceylon for the reasons mentioned in this Article will have permission to do so on giving their parole of honour not to serve during the present war against the Eaglish Those who may desire to return to Europe shall he permitted to do so on the same conditions, but without nny claim on the British Government for pay or allowances of any description.

ANSWER

The French of the garrison will be considered as prisocers of war and sent to Madras.

Answer.

The Malay troops shall he sent from hence with their wives and children to Tutocoria, and from thence hy easy marches to Madras They shall he subsisted while they remain prisoners, and if not taken into the British service, shall, at a

convenient time, be sent to the island of Java at the expense of the British Government

ARTICLE 13.

These transportations shall take place at the expense of the English. and notil that time the military, Europeans as well as Malays, shall continue to enjoy their pay and emoliments as was customary in the Company's service None of the military shall he forced or even persuaded to enter into the service of His Maiesty or the Honourable English Company.

ARTICLE 14

The sepoys and Moormen in the service shall have liberty to return to their birth-place

ARTICLE 15

take up alms for its detence, it shan not tend to prejudice those people

ARTICLE 16

Governor Van Angelbeck, the commander of Galle Fretz, and all the other political or commercial servants not required in their official capacities for the purpose mentioned in Article 3. shall have permission to tentain as mate individuals at Colombo, Galle or other place on the island, or to betake themselves elsewhere In the first case a reasonable means of subsistence shall be allowed to each according to be rank. In the last they shall le permitted to carry their effects along with them, without parments of any tax or duty whatever, but then all allowances to cease.

ANSWER.

The military officers, European and Native, shall receive the pro allowed to them in the Dutch service The non-commissioned and privates will be sulsisted according to the regulations of the British Government for prisoners of war. None shall he forced to en'er the service of Great Britain against their consent

ANSWER

Granted

ANSWELL

Granted.

ANSWER.

Granted, with this exception that as the commanders of the British forces before Colombo are not authonzed to grapt the subsistence required, this sul ject must be referred to the decision of the Government of Fort St George

ARTICLE 17.

The respective Vendue Masters here and at Galle shall be maintained during the collection of the outstanding balances in right of the preference granted those people by the Company

ARTICLE 19

The clergy and other ecclesiastical servants shall continue in their functions, and receive the same pay and emoluments as they had from the Company.

ARTICLE 19

The citizens and other inhabitants shall be allowed to follow their employments, and enjoy all liberties and privileges as the subjects of His Majesty

ARTICLE 20

The native servants in the different departments shall be continued in their employs during their good hehaviour

ARTICLE 21.

The eastern Princes, Tommogoms, and other men of rank here as State prisoners, and who receive a monthly subsistence, shall continue to receive it according to the list which shall be d elivered

ARTICLE 22

All notarial papers, such as wills, bills of purebase and sale, obligations, security, honds, etc , shall continue in force, and the registers of them be preserved by commissaries appointed on both eides for that purpose

ARTICLE 23 All civil suits depending in the com cil of justice shall be decided by the same council according to our laws

ANSWEE.

Granted for all halances now outstanding

ALSWER.

Granted under the same exception annexed to the 16th Article

ANSWER

Granted

ANSWER

Granted, subject to such regulations as the British Government may hereafter judge necessary

ANSWER.

Granted, while they remain in Ceylon

ANSWER.

Gr inted

date

Answer

But they must be deerded in twelve months from this

ARTICLE 24

The deserters who are here shall be pardoned

Answer

All descriers from the English service must be unconditionally given

ARTICLE 25.

The above Articles of capitulation shall he faithfully fulfilled and confirmed by the signature of the officers commanding His Majesty's sea and land forces Colonel James Stuart and Capitain Allan Hyde Gardner, and in case of anything appearing observe, it shall be faithfully cleared up, and if any doubts should arise, it shall be construed for the benefit of the benezed.

Answer.

Granted.

ARTICE 26, BY MAJOR AGNEW

The garrson shall march out agreeably to the 9th Article at 10 o'clock to-morrow morning, when the gate of Delft shall be delivered to a detachment of the British troops 1be Governor, Van Angelbeck, will order an officer to point out the powder magazines, posts, and public stores, that guards may be placed for their security and the preservation of order in the partison.

Done in Colombo, this 15th day of February 1796.

(Sd) J. G. VAN ANGELBECK.

(Sd) P. A AGNEW,

Adjutant-General.

No LXXV

ARTICLES OF CONVENTION entered into between His Highness Prince Mootoo Sany, on the one part, and His Excellency Fefderic North, Governor, Captain General, and Commander-in Chief in and over the British settlements on the island of Ceylon, on the other part, for the attainment of the just objects of the present war, the speedy restoration of peace, and the general security and happiness of the inhabitants of this island—4th May 1803.

1st — The Buttsh Govenment in Ceylon agrees to deliver over to Prince Mootoo Samy the town of Kandy and all the prosessions dependent on the crown of Kandy now occupied by the Buttsh arms, excepting the province of the seven Corles, the two hill fosts of Genagamme and Gallegedereh, and a line of land not exceeding in hreadth the half of a Cingalese Camonchy, across the Kandian teintories, for the purpose of making a direct road from Colombo to Trincomals, which road eball not pass through the district known by the name of the Gravets of the town of Kandy, which aforeand province, forts and line of land Frince Mootoo Samy hereby solemnly agrees to cede in full sovereignty to this Britanno Majesty for ever

2ad -Punes Mootoo Samy further engages that he will consider the enemies of His Britannio Majesty's Imperial Crown as his own enemies, and that he will not, directly or indirectly, enter into any Treaty or negociation with any Prince or State without the consent of His said Britannic Majesty, or of the Governor of his settlements in Ceylon for the time herm.

3rd —As Prince Mootoo Samy is undoubted heir to the last lawful King of Kandy, the British Government will recognize him as King of Kandy, as soon as he shall have taken upon himself that title with the usual solemnities and ratified the present convention. And in case the said Prince should require an auxiliary force to maintain his authority, the British Government is all afford him troops, the expense of such troops, during their employment in the service of the said Prince, being to be defrayed by him at a rate to he spreed upon.

4th — It is mutually agreed that all duties on the common frontier shall be shoushed, and none established except by matual consent.

be sholished, and none established except hy mnitual consent bits—It is agreed by Prince Mootoo Samy, that all Malays now resident in the Kandian territories shall be sent with their families into the British

- - not obtain in the said

lay commit crimes within the Kandian territories shall be sent to the British territories for trial. t all natives of Ceylon or of India, except the last Article, shall be subject to [the where the offence may have been com-

mitted

7th — Prince Mootoo Samy promises and agrees that he will protect to the utmost of his power the monopoly of cumamon enjoyed by the British Government, that he will allow the cinnamon peelers belonging to the said British Government to gather ennamon in his territories to the west of the Balany Kandy, and that he will furnish as much cinnamon is may be required at the price of forty Rix Bollars per hale of eighty pounds

Sth —Prince Mootoo Samy also engages to permit persons duly authorized by the British Government to cut wood in all his forests

944 —The said Prince also engages not to prohibit, either directly or indirectly, the exportation of paddy, grain and areks nut from his territories without consent of the British Government

10th —Prince Mootoo Saray furthermore engages to give a safe conduct to the Prince lately on the through to retire into British territories with his family, and to allow him a certain sum for his maintenance which shall be agreed upon hereafter by the parties to these Articles, provided it be not less than five hundred Rix Dollars per mensem during the term of his natural life.

11th—And for the hetter re establishment of public tranquility, Prince Mootoo Samy engages to allow such persons as have rendered themselves obnoxious to him by opposing his just claims to retirs with their wives and families, money, jewels, and moveable property, into the British territory in Ceylon, there to remain numblested

12th —It is moreover stipulated that every encouragement shall be given by each party to the subjects of the other in prosecuting fair and lawful commerce

13th—The subjects of His Britannic Majesty, duly authorized by the British Government in Cejlon, shall have liberty to travel with their merchandize throughout the Landian territories, to huld houses, and purchase and sell their goods without let or hundrance

14th—Tile subjects of the Crown of Kandy shall, on the other hand, be allowed to settle and carry on trade in the British settlements in Ceylon, and to purchase and send into Kandy all merchandizes, salt, salt fish, etc., on the same terms with the native subjects of His Britanic Majesty

16th—The British Government shall be allowed to examine the rivers and watercourses in the Kamlian territories, and shall be assisted by the Kandian Government in reudering them navigable for the purposes of trade and the mutual advantage of both countries

16th — For the more perfect maintenance of these Articles, and of good parties, Prince Mootoo rt of the British Government, to reside at the court

246

of Kandy, and he received and protected with the honors due to his public rank and character.

17th -These Articles, being agreed upon between Prince Mootoo Samy and the Governor of the British settlements in Ceylon, shall be immediately transmitted to His Britannic Majesty for his royal confirmation, and shall, in the mean time, be acted upon with good faith by both the contracting parties according to their true intent and meaning,

> (Sd) FREDERIC NORTH.

> > MOOTOO SAMY (in Cingalese)

ADDITIONAL ARTICLES by which the ADIGAR agrees to the accompanying Convention.

A convention having been entered into between the British Government of Ceylon and His Majest- " -- " . d Pılámé Tilawe, first Adigar of the . . the other nobles of the court agree .

On condition that His Majesty King Mootoo Samy deliver over the administration of the provioces belonging to the Crown of Kandy to the storesaid Pilame Tilawe, with the title of Ootoon Homaraven for Grano Prince) during the term of his natural life, and continue to reside and hold his court at Juffnapatam, or in such other part of the British territories in Ceylon as may be agreed on between His said Majesty and the British Government

> ud Pilámé thonsaud ered into

by His Majesty with the British Government.

And for the better security of the payment of the sums stipulated to be paid to King Mootoo Samy, as well as to the King lately on the throne of Kandy, the said Pilamé Tilawe agrees to deliver to the British Government at Colombo, in the course of every year, the amount of twenty thousand ammoname nuts at f

to the ac

comed copper to that amount, or 10 such other articles as may be agreed on between the parties.

And the British Government will, in that case, charge itself with the payment of the allowances stipulated for both those Princes. And the Adigar Pilame Tilawe agrees to code in perpetuity to the British

Government of the state of velle [or Elvele], now called fort Macdow . . Geriagamme, which the British

Governm

And it is still further agreed upon that all the Princes and Princesses of roaf family now in confinement shall be immediately set at liberty, and allowed to settle, with their personal property, wherever they choose, and that a general amnesty and pardon shall be observed on both sides, as well towards those who have opposed as towards those who have supported the claims of king Motoo Samy, in the late or any former contest.

And it is bereby agreed by His Majesty King Mootoo Samy, on his part, by His Excellency Fredern North, Governor of the British possessions in Ceylon, on the part of his Government, and by the most illustrious Lord Pilamé Tiláwé, first Adigar, on his part, and on that of the second Adigar and principal sobles of the Court, that the Articles above agreed upon shall be carried into effect Inly and completely, as soon as the Prince Litely on the throne of Kandy shall be delivered in the hands of the British Government, and that till thon a perfect trues and cessation of hostilities shall continue between all the contracting parties.

And the said contracting parties have in faith thereof set to the said Articles their seals, and signed them with their names respectively.

Domhadema, (Sd.) Frederic North.

4th May 1503. , Pilámé Tiláwé (in Cingalese).

No. LXXVI

1815.

- At a Convention held on the second day of March, in the year of Christ 1815, and the Cingalese year 1736, at the pulses in the city of Kandy, between His Excellency Lieutenant-General Robert Brownings Governor and Commander-in-Chief in and over the British settlements and territories in the island of Ceylon, acting in the name and on helalf of His Mysetty George the Third, King, and his Royal Highness George Prince of Wales, Regent of the United Kingdom of Great Britain and Ireland, on the one part, and the Adigars, Dessaves, and other principal Chiefs of the Kandian provinces, on behalf of the inhabitants, and in presence of the Mohottales, Corails, Vidanas, and other subordinate beadmen from the several provinces and of the people then and there assembled, on the other part, it is agreed and established as follows
 - That the cruelties and oppressions of the Malabar ruler in the arbitrary and unjust infliction of bodily tertures, and the pains of death without trial, and sometimes without an accuration or the presibility of a crime,

of his subjects, and of that good faith which might obtain a heneficial infercourse with the neighbouring settlements

2. That the Rajah Sree Wikrema Rajah Singha, by the habitual violaforferted all claims declared fallen and es, whicther in the fluity or blood, are

also for ever excluded from the tbrone, and all claim and title of the Malahar tace to the dominion of the Kandian provinces is abolished and extinguished

- 3 That all male persons, heing in pretending to be relations of the late Rajah Sree Wikrema Rajab Singh, either by affinity or blood, and whether in the ascending, descending, or collateral line, are hereby declared enemies to the Government of the Kandian provinces, and excluded and probibited from entering those provinces on any preticace whatever, without a written permis sion for that purpose by the authority of the British Government, under the pains and penalties in martial law, which is hereby declared to he in force for that purpose, and all male persons of the Malahar casts now expelled from the said provinces are, under the same penalties prohibited from returning, oxcept with the permission before mentioned
- 4 The dominion of the Kandian provinces is vested in the sovereign of the British impre and to be exercised through the Governors or Lieutenant-Governors of Ceylon for the time being, and their accredited agents, saving to the Adigars, Dessaves, Mobottales, Corals, Vidians, and all other chief and subordinate ustive headmen lawfully appointed by authority of the British Government the rights, privileges, and powers of their respective offices, and to all classes of the people the safety of their persons and property with their civil rights and immunities according to the laws, institutions, and customs established and in force amongst them
- 5 The rel gion of Budhoo, professed by the Chiefs and inhabitants of these provinces, is declared inviolable, and its rights, ministers, and places of worship are to be maintained and protected
- 6 Every species of bodily torture, and all mutilation of limb, member or organ, are prohibited and abolished
- 7. No sentence of death can be carried into execution against any inhabitant except by the written warrant of the British Governor or Lieutenant-Governor for the time being, founded on a report of the case made to him through the accredited agent or agents of the Government resident in the interior, in whose presence all trails for capital offences are to take place
- 8 Subject to these conditions, the administration of civil and criminal justice, and police over the Kandran inhabitants of the said provinces, is to by the ordinary authorities, at to redress grievances and or general, where such inter-

position shall become necessary

9 Over all other persons, civil or military, residing in or resorting to these provinces, not heing Kandians, civil and criminal justice, together with

police, shall, until the pleasure of His Majesty's Government in Lugland may be otherwise declared, be administered in manner following —

First —
officers, soldi

to military dis-

cipline, shall of the British coverimment in an cases, except charges of minder, which shall be tried by special commissions to be issued from time to time by the Governor for that puryose, provided always, as to such charges of murder wherein any British subject may be defendent, who mucht be tried for the same by the laws of the United Kingdom of Great British and Ireland, in force for the trial of offences committed by British subjects in foreign parts, no such British subjects shall be tried on any charge of murder alleged to have been perpetrated in the Kandiam provinces, otherwise than by virtue of such laws of the United Kingdom

Secondly — Commissioned or non-commissioned military officers, soldiers, or followers of the army usually held amenable in military discipline, shall in all civil and criminal cross wherein they be defendants, he liable to the laws, regulations and customs of war, reserving to the Governor and Commander in-Chief in all cases falling under this minti article, an unlimited right of review over every proceeding, civil or military had by virtue thereof, and neserving also full jower to make such particular provisions conformably to the general spirit of the said article, as may be found necessary to carry its principle into full effect

- 10 Provided always that the operation of the several preceding clauses shall not be contravened by the provisions of any temporary or partial procla mation published during the advance of the army, which provisions, in so far as incompatible with the said preceding articles, are hereby repealed
- 11 The royal dues and revenues of the Kandam provinces are to be managed and collected for His Vinesty's nee, and the support of the provincial establishment according to lawful custom, and under the direction and superintendence of the accredited agent or agents of the British Government

12 His Excellenc 23 mend to the confirmati name and on behalf of

these provinces as may facilitate the export of their products and improve the returns, whether in money or in salt, cloths, or other commodities useful and desirable to the inhabitants of the Kandan country

GOD SAVE THE KING

By His Excellency's command

(Sd) JAS SUTHERLAND,

Deputy Secretary

No LXXVII

- PROCLAMATION by HIS EXCELLENCY LIEUTENANT-GENERAL SIR
 ROBERT BROWNRIGG, BARONET and KNIGHT GRAND CROSS
 of the Most Honourable Military Order of the Battle,
 GOVERNOR and COMMANDER-IN-CHIEF in and over the British
 SETTLEMENTS and TERRITORIES in the ISLAND of CEYLON,
 with the DEPENDENCES thereof—21st November 1818.

the dominion of the British sovereign.

2 The exercise of power by the representatives of His Britainio Majest Moderate exercise of power by the British Government. by March 1815) till the hour that insurrection broke out, in the month of October 1817, was

marked with the greatest middees and forherance towards all classes, the strictest attention to the protection and maintenance of the rites, ministers, and places of worship of the religion of Budhoo, and a general deference to the opinions of the Chiefs who were considered as the persons best able, from their tank and knowledge, to aid the Government in ensuring the happiness of the control o

was allowed to take place, over from any evil effects In assessing punishments

and maintage even where a pion to ennvert the Government was proved, the spirit which always characterizes the British rule was strongly to be contrasted with the ancient and frequent recurrence of capital executions, preceded by the most cruel and barbarous tortures

3 Under this mild administration on the part of the British Government, the country appeared to rest in peace country appeared to rest in peace collivation was increased, and Divino Frovidence blessed the exertions of the labourers, and rewarded them by plenteous crops, yet all this time there were factions and runting spirits at work, seeking for an opportunity to subvert the Government, for no protein the series of the general miss of subjects, which, by the equal justice of British uthority, were protected from their awaree or malicious cruelty

4 These plotters against the State were found among the very persons

Time and manner of executing who had been restored to honours and security by the sole intervention of British power, and the plot the opportunity of raising disturbance was chosen when, relying on the

merited gratitude of all orders of the Kandian nation, the Government had diminished the number of troops, and the insurgent leaders, unconscious or forgetful of the extensive resources of the British Empire, thought, in setting up the standard of rebellion, as easily to effect their purpose of expelling the English from the country, as the people bad been deluded to prostrate before the phintom whose pretensions they espoused merely to cover their own ambitious views of subjecting the nation to their arbitrary will.

5. After more than a year of conflict, which has created misery and Manifestation of the power of brought destruction on many, the efforts of the British Government. the Butish Government and the bravery of His Majesty's troops have made manifest to the Kandians the folly of resistance.

and that in the Government alone resides the power of protecting them in Detect on of the imposition practised in the person of the pre

the enjoyment of happiness. The flimsy veil which the rebel Chiefs threw over their ambitious designs was torn aside by themselves, and the pregant, whom the people were called to recognize as the descendant of

the gods, exposed as the offspring of a poor Cingalese empyric

6 After such a display to the public of depraved artifice and injurious and unfeeling deception, the Government might Reasonable to expect delusion in future would be more difficult reasonably hope that a sense of the misery brought on them by delasion should prevent the great body of the people from listening to any one who should attempt in future to seduce them into

Exped ent to guard against a re currence of the evil consequences and to demonstrate to the people that the Government is entitled to their obedience in superiority to the

Chiefs

rebellion against its heneficent rule also lucambent on it, from a consideration of the cucumstances which have passed, and the cvil consequences which have ensued on the blind obedience which the people bave thought

due to their Chiefs, instead of to the sovereign of the country, to reform, by its inherent right, such parts of the practice of administration, as, by occasioning the subject to lose sight of the Majesty of the roval government, made him feel wholly dependent on the power of the various Chiefs, which, to be legal, could only be derived to them by delegation from the sovereign authority of the country.

7. His Excellency the Governor, therefore, now calls to the mind of Declaration of the supremacy of the British crown exercised through the Governor and his Agents

every person and of every class within these settlements, that the sovereign Majesty of the King of Great Britain and Ireland, exercised . by his representative the Governor of Ceylon and his Agents in the Kandian provinces, is the source alone from which all power emanates, and to which

obedience is due, that no Chief, who is not No Clief entitled to obedience or power but when vested with vested with authority or rank from this soveauthority by Government. reign source, is entitled to obedience or respect: and that, without powers derived from Government, no one can exercise jurisdiction of any kind, or inflict the slightest punishment, and, finally, that every Kandian, be he of the highest or lowest Equal rights of every Kandian class, is secured in his life, liberty and property from encroachment of any kind, or hy any person, and is only subject to the laws which will be administered according to the ancient and established usages of the country, and in such manner, and by such authorities and

persons, as in the name and on the hehalf of His Majesty is herein declared.

8 The general, executive, and judicial authority in the Kandian pro-

vinces is delegated by His Excellency to the Delegation of the Governor's Board of Commissioners, and, under their authority to the Board of Com general superiotendence, to resident agents of missioners and to resident agonts in certain Dessavonies Government in such Dessavonies of the said provinces in which it may please His Excellency to place such Agents, with more or less authority or jurisdiction, as by their several instructions may be vested in them, and of which the present disposition and arrangement is

heremafter contained 9. The Adigars, Dessaves, and nll other Chiefs and inferior headmen shall perform duty to Government under the All Chiefs to perform duty under orders of the said Board of Commissioners and the orders of the Board or other

British Agents British Agents, and not otherwise. 10. No person shall be considered entitled to execute office, either of the higher or lower class of headmen, unless thereto No person to execute office, but appointed by a written instrument, signed, in

under written appointments respect to superior Chiefe, by His Excellency the Governor, and for interior headmen, by the Honourable the Resident, Signed by the Governor for si pe or provisionally, by any Agent of Governfor inferior headmen, or provision ally, by Agents in the Dessavonies ment thereto duly authorized, excepting 10 certain villages or departments which will be

allotted for personal services to the Dessaves, in which the Dessave shall, Except in villages allotted to ser as before, have the sole privilege of making vices of Dessaves appointments

11. Honours shall be paid to all classes of Chiefs entitled to the same under the former Government, in so far as the Hononrs to be paid to Chiefs as same is consistent with the abolition, which the before, except as under British Government is resolved to effect, of all degrading forms whereto both Chiefs and people were subj -4 3

Prostrat one abolished

Governor, are henceforth positively, as they were before virtually and in tact, abolished, and the necessity which existed that Anreling in presence of the Chiefs or others, coming into the prescoce of sovere gu author ty abrogated I espect to be paid to British officers of rank by Chiefs and the sovereign authority should remain on their knees, is also abrogated, but all Chiefs and other persons coming before, meeting or passing

any British officers, civil or militars, of rank and authority in the island of Ceylon, shall give up the middle of the road, and, if sitting, rise and make a suitable obcisance, which will be always duly ack inwledged and returned.

12. It is also to this respect directed, that on entering the ball of andience every person shall make ohersance to Pespect to If a Majesty a por the portrait of His Majesty there suspended, trait in the hall of audience and as well there as in any other court of justice to the presiding authority and it is further directed that when His Excel-And to authority presiding in lency the Governor, and His Britannic Majesty's courts of justice representatives, travels, he shall be attended by all the persons in office beloo .ing to each province, to manner as they attend-Attendance on the Governor an ed the former Kings of Kandy, except that the travelling -1 11. - - Mahavillagaoga, within

I that when any of the

stoners for the Kandino provinces, or the commanding officer of the Attendance on other officers of troops in the haodino provinces, travel into Government travellu g on duty any provioce on duty, they be met and attended in such province in the same manner as the great Des aves were and are to be attended in their provinces. likewise, the Resident, agents, and the officers commanding the troops to each province, are, in their provinces, to be similarly attended and receive like honours

13 The Chiefs holding the high offices of first and second Adignes will Salute by se trues to the first and second Ad gars

Respect by Europeans

By Natives

Respect to other Ch efs

he received by all sentries, whom they may mass in the day, with carried arms, and by all soldiers off duty, or other Europeans, or persons of European extraction, by touching their caps or taking off their hats, and I vall natives, whether Kandians or not, by rising from their seats, leaving the middle of the street cleu, and bowing to the Adigars as they pass, and to all other Dessaves and other Chiefs, all natives coming into their presence, meeting or passing them, are to make a projer inclination of the hody to acknowledgment of their rank

14 The Adigars, Dessaves, and other Chiefs shall further be entitled to proper attendance of persons of the different Attendance on Ad gars etc departments, in such oumbers as shall be determined by His Excellency on the report of the Board of Commissioners, provided that, where such persons are not belonging to the villages or depart. ments allotted to the Adigar or Dessaves, the application for their attendance, when required, must be made to the Resident in Landy, or to the Agents of Government in the provinces in which such agents may be stationed

15 The persons cotitled to sit in the hall of audience, or to the presence of the agents of Government, are those Chiefs Persons ent tied to sit in ball of only who bear commissions signed by the Gov. and ence or in presence of Brit sh ernor, or to whom special license may by the agents. same nothority be given to that effect. Of

thee', only the two Adigers, or persons having the Governor's letter of licence, can sit on chairs, the others on benches covered with mats of different heights according to their relative ranks, to the courts bereinafter mentioned of the agents of Government. when the assessors are Mohottales or Corls, they may sit on mats on the ground.

16. As well the priests as all the ceremonies and processions of the Budhoo religion shall receive the respect which Respects to priests and procesin former times was shown them; at the sions of Budhoo religion. same time it is in no wise to he understood General protection to all other that the protection of Government is to be

religions denied to the peaceable exercise by all other persons of the religion which they respectively profess, or to the erection, under due license from His Excellency, of Erection of places of worship under the Governor a license places of worship in proper situations

17. The Governor abolish

Fees on appointments abolished, except in temple villages

ation of the Dewenileme or Basnaikenilemes appointed by the Governor, the Dewentleme or the Basnatkentleme receiving the usual fee. Also all duties payable heretofore to the Gobbedawas, are All taxes and duties abolished mudale awadge, and all other duties or taxes whatsoever, are sholished, eave and except that now declared and enacted being a tax on all paddy-lands of a portion of Except a general tax on paldythe annual produce, under the following modland of a portion of the produce fications and exceptions, and according to the following rates.

18. The general assessment of tax on the entire paddy-lands of the Kandian provinces is fixed at one-tenth of the General rate of tax fixed at oue annual produce, to be delivered by the proprietor tenth of the annual produce or cultivator at such convenient store-house in every province or sub-division of a province, as shall be, with due regard to the interests of the subject, appointed by or under the instructions of the revenue agent

19. To mark the just sense which His Excellency has of the loyalty and In certain districts which have good conduct of the Chiefs and people of atood firm in loyalty, the tax re-Oodanoora, the four Corls, the three Corls, and duced to one fourteenth the following Coils of Suffregam, to wit, Kooroowiti Corl, Nawadoon Corl, Colonna Corl, Aukula Corl, Atakalan Corl, the Uduwak Gampaha of Kadewatte Corl, the Medde Corl, except the villages Udagamme, Goullaude, Kolutotte, Golttette, Mollemore, Piengiria, and Mul-

of taxation in

there provinces or Corls shall only be one-fourteenth part of the annual produce.

villages

20. But, on the contrary, that it may be known that persons who are leaders in revolt or dischedience shall meet All lands forfeited in rebellion, punishment, all lands which may have been declared furfeited by the misconduct of the and which may be restored to the former owners, to pay nne fifth proprietors, shall, if by the mercy of Govern-

ment be restored to the former owners, pay a tax one-fifth of the annual produce.

Temple lands exempted from tax ation

21. The Governor, desirous of showing the adherence of Government to its stipulations in favour of the religion of the people, exempts all lands, which now are the property of temples, from all taxation what-

Reservation of gratu tons service

ever, but, as certain inhabitants of those villages are liable to perform fixed gratuitons services also to the Crown, this ohligation is to continue unaffected. from certam substitunts of temple

Lands belonging to certain loyal Chiefs exempted from tax

22. All lands now belonging to the following Chiefs, whose loyalty and adherence to the lawful government merits favor. viz.— Mahawalletene Nileme.

Mollegodde Mahamleme Mollegodde Nileme. Ratwatte Nileme Kadoogamoone Nileme, Debigamme Nileme Mulligamme Nileme lately Dessave of Welasse, Ekmligodde Nileme,

Doloswalle Nileme Ehevleysgodde Nileme. Katugaha the elder. Katugaha the vounger. Damboolane Nileme, Godeagedere Nileme Gonegodde Nileme, formerly Adıkaran of Bintenne.

shall he free of duty during their lives, and that their heirs shall eajoy the same free of duty, excepting with regard to such as paid pingo duty which shall now and hereafter pay one tenth to the Government of the annual produce, unless when exempted under the next clause.

Lands of Chiefs holding office exempted during the continuance in office

23. All lands belonging to the Chiefs holding offices, either of the superior or inferior class, and of inferior headmen, shall, during the time they are in office, he free of daty.

24 All lands belonging to persons of the castes or departments allotted to the cutting of connamon, shall be free of Lands of cumumon peclers ex empted from taxation duty also lauds held by persons, for which they are bound to cultivate or aid in the culture of the royal lands, and also the

lands of such persons who may be allotted to Also of cultivators of royal lands. the performance of personal service to the Dessaves by the Board of Commissioners, and of those who perform Kati-

purule or Attepattoo service gratuitously, it Also of attendants allotted to Deseaves, Katipurole, and Attebeing well understood that the persons last rattoo people mentioned have no right or authority whatever

to exact or receive fees or fines of any kind when sent on public duty, which they are required to perform expeditionally and impartially.

25. The yeddas who possess no paddy lands shall continue to deliver to Government the usual tribute in war

Veddas to continue tribute of wax 26 All presents to the Governor, or other British authorities, are

All presents prohib ted

Provisions to British officers Chiefs troops or other servants of Government travelling to be fur nished for payment

Fees on hearing cases abolished

Remuneration for service of

superior Ch efs

29 The services of the inferior Chiefs shall be compensated as above by

Remnneration to inferior Ch efs

ment, regulate.

All persons liable to general ser vice for payment

Kadawettes, and services attend ant, abolished

strictly prohibited In travelling, every officer, civil or military, chiefs, detachments of troops, or other servants of Government, on notice being given of their intended march or movement, are to be supplied with the provisions of the country in reasonable

quantity, and on payment being made for the same at the current price 27 All fees on bearing of cases to Dessaves or others, except as bereafter

mentioned, which are for the benefit of Government, shall be and are abolished

28. The services of the Adigars, Dessaves, and other superior Chiefs to Government shall be compensated by fixed monthly salaries, in addition to the exemption of their lands from taxation.

exemption from taxation, and that they also receive one twentieth part of the revenue paddy which they shall collect from the people under them, to be allotted in such portion as the Board of Commissioners shall, under the authority of Govern-

30. All persons shall be liable to service for Government on the requisition of the Board of Commissioners and agent of Government, according to their former customs and families, or tenure of their lands on payment being made for their labour, it being well understood that the Board

of Commissioners under His Excellency's authority, may commute such desit usefully applicable to provided further, that igment for the service persons allotted to the

Descave's service, and also for the service to Government of certain persons of the temple villages and in part for those which cut cinnamon, and also ing up and repairing

lling on the districts and that the attendbound to give, he conwasherman also shall e Chiefs gratuitously.

ut the country shall be from henceforward discontinued and removed, and the establishments belonging to them

for their maintenance and defence abolished, the services of the persons usually employed therein being applied to such other more beneficial purpose as the Board of Commissioners shall determine

92. And it being necessary to provide rules for the service of certain Raise for service of kenamed discussed by the performance of the perform

33 And for ensuring the due execution of all the above ordinance relative to the collection of the revenue and performance of public duty by all Chiefs and others this Excellency empowers and directs that the

Board of Commissioners in Kandy collectively or in their several departments and the agents of Government in the provinces shall puinth all disobedience and neglect by suspension or dismissal from office, fine or imprisonment, as particular cases may require and deserve, provided that no person holding the Governor's commission may be absolutely dismissed, but by the same authority, and no other Chief hut by the authority of the Honourahle the Resident, but as well the commissioners as other agents, duly authorized by institutions from the Governor, may suspend Chiefs of the superior or inferior order, on their responsibility, for disobedience or neglect of the orders or interest if 6 vernment, rop rung imme intely, as the case may require, to the Governor or the Resident, their proceedings for approval or reversal

34 And in order that justice my be duly, promptly, and impartially not in crees wherein handing administered throughout the Kandian provinces are defended to the clares, this Excellency the Governor is pleased to declare his pleasure to be touching the same, and to delegate and assir not following guissicition to the public

the same, and to delegate and assign the following jurisdiction to the public officers of Government for bearing and determining cases wherein Kandians are concerned as defendants, either civil or citional

35 Livery agent of Government shall have power and jurisdiction to hear and determine alone civil cases wherein a ting slone

Nowers of agents of Government the object of dispute shall not te land and shall not exceed in value fifty Rix Dollars, and also

criminal cases of inferior description, such as common assaults, petty thefis, and breaches of the peace, with power of award-

In cirl cases.

Dollars twents

and oreacces of the peace, with power of awarding punishment, not exceeding a fine of Rix nit

In crimina ...

which terms of imprisonment and true such agents are also limited in punishing neglects or di obedience of orders, according to the provisions above detailed

So The second or Judicial Commissioner shall, sitting alone, have power to hear as d determine civil cases wherein the object in dispute shall not be land, and shall not exceed Rix Dollars one hundred in

value, and also criminal cases of inferior description, with powers of pnnishment as in the last clause conferred on agents of Government

37 The second or Judicial Commissioner, and such agents of Govern-

Courts to be held by Judicial Commissioners and agents duly authorized to copaist of themselves and two Kandian assessors to try all civil cases and all criminal cases, except treason, murder, and home cide

ment in the provinces to whom the Governor shall delegate the same by his instructions, shall hold at Kandy and in the provinces a court for the trial of all other civil cases, and of criminal cases, excepting treason, mirder, or homicide, with powers, in criminal matters, to assess any punishment short of death or

mutilation of limbs or member which court shall consist, in Kandy, of the second Commissioner and two or more Chiefs, and in the provinces, of the agent of Government, and one or more Dessaves of the province, and one or more Mohottales or principal Corls so as there shall be at least two Kandian assessors, or two Mohottales or Corls, where no Dessave can attend.

38 The decisions of the courts in the provinces shall be by the agent Mode of decision in courts of agent of Government,

of Government, the Kandian assessors giving their advice, and where the opinion of the majority of such assessors differs from the

Reference in certain cases to court of Judieral Commissioner

opinion of the agent of Government, there shall be no immediate decision, hut the proceedings shall be transferred to the court of the second Commissioner, who may either decide on the proceedings had in the ori-

ginal court, or send to for the parties and witnesses, and re-hear the case of take or order the agent to take further evidence, and shall decide the same.

Appeals to Judie al Commis

39. Appeals also shall he from the decisions of such agents to the court aforesaid of the second Commissioner, in civil cases, if the appeal is entered before the agent in ten days from bis decree and the object in

BIODEF

dispute he either land or personal property exceeding Rix Dollars one hundred he proceedings be may proceed in

But appeals also may be allowed upon order of the Governor or the Board of Commissioners,

although not entered in ten days, if application is made in a year 40 The decisions in the court of the second Commissioner shall be by the said Commissioner, the Kandian assessors

Mode of decision in court of Jud cial Commissioner

giving their advice, and if the opinion of the majority of such assessors shall be different from that of the second Commissioner, the case, whether originally instituted or in appeal, or reference from the agent of Government, shall be transferred to the collective Board, and by them reported on to His

Reference in certain cases through the Board of Commission ers to the Governor

Excellency the Governor, whose decision thereon shall be conclusive and without appeal, but that in civil cases decided by second Commissioner, either in original or Appeals to the Governor brought before him by appeal or references, appeal shall he to the Governor if entered before the second Commissioner in ten days from his decree, and if the object in dispute be either land or personal property, exceeding in value one hundred and fifty Rix Bollars, in which case execution of the decree shall be stayed, and the proceedings be transmitted to the Governor But appeal may be allowed by order of the Governor, on application, within one year from the date of the decree.

- 41. Appeals to the Governor will be disposed of by His Excellency in
 Disposal of appeals by the Gov
 correspondence with the Board of Commissionerror
 ers according to justice
- 42 In criminal cases no sentence, either by the second Commissioner or the agents of Government, shall be carried into sentences in criminal cases

sentences a criminal cases in g one hundred lashes, imprisonment with or without chains or labour exceeding four months or fine exceeding fifty Rix Dollars, unless after reference to the Governor through the Board of Commissioners, which will report on the case and sentence, and after His Excellency's confirmation of such sentence

43 The Honourable the Resident may, when he thinks needful, esset and preside in the court of the Judical Commissioner, and that the Resident may also hold a separate court of the aring cases, to consist of himself and two Kandian Chefs or assessors, under the

provisions respecting references, and appeals, and limitation of execution of sentences in criminal cases, presembed to the Judicial Commissioner, and to preserve regularity the records of such the Resident's judicial proceedings in each case shall be deposited with the Judicial Commissioner on the conclusion of the same

44 In all cases of treason, merder, or homicide, the trial shall be hefore the control of the Resident or of the second Commissioner and his Kandian assessors, whose optimization as the guilt of the defendant, and the sentence for his passed on an annual control of the second Commissioner and his Kandian assessors, whose optimization as to the guilt of the defendant, and the

sentence to be passed on any one conveted, is to be reported, through the Board of Commissioners, with their opinion also, to His Excellency the Governor for his determination.

45 All cases, extramal or cavil, in which a superior Chief is defendant, shall be originally instituted and heard before Chief are defendants reserved to the Resident or the second Commissioner, that all other cases shall be instituted before the jurisdiction in which the defendant resides Provided, that in cuvil cases the

Jurisdiction in other cases.

plaintiff may appoint an intorney to proceed in his behalf, no may the defendant to defend his case.

-46 In civil cases the losing party may be, by the second Commissioner Assessment of fises in civil auts or agent of Government, discretionally ordered to pay a sum to Government of one-twentieth part of the value of the object in dispute not exceeding in any case Rix Dollars hity. 47 The first and second Adgars shall and may execute civil jurisdiction over all Katiparules and their property, subject to appeal to their property and also accord Adgars over such other persons and property as the Governor may, hy special warrant, assign to the jurisdiction of either of these two great officers, subject to appeal as aforementioned, and that the second Commissioner, or any agent of Government, may refer cases for hearing, and

report to him in his court to the Adigar, Dessaves, or Mohottales

48 The Adigars shall have purelection to pumsh disohedience of their corders, and petty offences, by inflicting cori oral punishment not exceeding fifty strokes with the open hand, or twenty five with a rattan, on the back, or by awarding imprisonment for a term not exceeding fourteen days,

49 The Dessaves or Chiefs holding the Governor's commission may also
Of Dessaves punish offences by corporal punishment not exceeding twenty five strokes with the open hand
and by imprisonment for a term not exceeding seven days, and similarly the

Of Molettales and Coris unnernel Mohottales, Lieunerales, and Coris, for offences on persons over whom they might have executed such junishment and, and may imprison such persons for a term not exceeding the strokes with the open hand, and may imprison such persons for a term not exceeding three days; rowided that the several persons on whom the ubove power is exercised shall be duly and lawfully subject to the orders of euch Adagar, Desarve, Chief, Mohottale, Lieunerale, or Corl, and that no such power shall be exercised on persons loiding office, or on persons of the law country, foreguers, or on Moormen of the Kandhau provinces, and provided that in all cases where imprisonment is awarded for a term exceeding three days, the prisoner be sent, with a note of the extence, to the second Commissioner or

the nerrest agent of Government to be confined

Mode of receiving endence and uniform administration of justice, it is declared and enacted by His Ruellency it at all endence before the Resident, this second Commissioner, or other agent of Government, in a civil or or other agent of Government, in a civil or ling previously warned that such will be the case), at the narest devale, lefore a Commissioner or Commissioner or order agent of Government, in a civil or witness declares solemily that the evidence is taken (the witness leftor a Commissioner or Commissioners ordered by the court to see that the whole truth, and nothing but the truth, that no examption can be to this mode of juving evidence, except when Budbits press are examined, and that every person except a priest giving evidence, must stood while he delivers it 5. The people of the low country, and foregiers coming into the

Jur ed et oi over fore gners Government alone, with such extension as His Excellency may, by special additional instructions vest in such significant and ut der the limitation as to exceution of sentences in criminal cacci hereinbefore provided so to kandanas.

in the 42nd clause, until reference to the Governor through the Board of Commissioners, excepting in cases of treason, murder, and homicide, in which such persons shall be subject to the same jurisdiction now provided for Kandians; and that the same line shall be pursued in cases And over Kandian Moormen wherein a Kandian Moorman shall be defendent

52. And His Excellency the Governor takes this occasion to confirm the

Confirmation of privileges of

provisions of his proclamation of the 2nd March 1818 respecting the Moormen ; but to explain that they are nevertheless, when living

in the villages wherein also Kandians reside, to obey the orders of the Kandian Chief or headman of the village, on pain of punishment by the agent of Government for disobedience, notwithstanding anything in the said proclamation contained.

59. According to such knowe rules justice will be accessible to every

Bos. and ensure the execution of public duties, His Excellency is pleased to assign to the immediate control and exercise of jurisdiction of the Board of Com-

6 11 the four Corls, Matele, Oodapalata, mora, Yatenoora, Tumpanne, Harrissinuat-

Kuda and Oomaoya, and the Ho roole, Pattoos of Nuwera Kalawiye , in all wh

collection of revenues will he made by the Commissioners of the Board, but in those limits there will be besides two agents of Agents of Government to bear Government to hear minor cases at Attapitia mmor cases in four Corle and Matrie

in the four Corls, and at Naleude in Matele 54 There will be an agent of Government resident in Ouva, to whose

immediate inrisdiction are assigned the provin-Powers of Agert of Government ces of Guva, Wellasse, Bentenne, Wevelooma en Clave. and the royal village of Madulla, all civil and

criminal cases will be heard by him, with the exceptions mentioned and under the rules detailed above. He will give orders to collect revenue, perform public service, suspend and punish headmen for disobedience, and exercise general powers of Covernment in those limits, subject to the superintendence of the Board of Commissioners.

55. Similarly, an agent of Government in the seven Corls will exercise jurisdiction over that province and the northern Similar in the seven Corls.

part of Nuwere Kalawiye ; an agent of Government in Saffregam will perform like duties in that province; an agent of

Three Corls.

Of Collector of Trincomales in Tamankadene

Government will reside in the three Corls with like powers , and the Collector of Trincomalec will hear all cases and collect the revenue, and cause public service to be performed in the same manner in Tamankadewe.

Reservation of powers of making further protest in and alterations further protest in and alterations the power of reforming abuses, and making such provision as in secessary, beneficial or destrable He also reserves full power to alter the present provisions as may appear hereafter necessary and expedient, and he requires, in

benchual or desirable. He also reserves full power to alter the present provisions as may appear hereafter necessary and expedient, and he requires, in His M ijesty's name, all officers, civil and military, all Adig irs, Dessaves, and other Chieft, and all other His Majesty's subjects, to be obselvent, uding and assisting in the execution of these or other his orders, as they shall answer the contary at their peril

Given at Kandy, in the said island of Ceylon this twenty first day of November one thousand eight hundred and eighten

(Sd

GOD SAVE THE LING

(Sd.) George Listonan, Secretary for Aundran Peolinces

By His Excellence's Command.

PART II.

TREATIES, ENGAGEMENTS, AND SANADS

RECATING TO

HYDERABAD.

THE fortunes of the present ruling family of Hyderabad were founded by Kamr ud din Asaf Jah, a distinguished soldier of the Emperor Aurangzeh, who in 1718 was appointed Nizam-ul-Mulk and Subadar of the Deccan, but eventually threw off the control of the Delhi Court Asaf Jah died in 1748, and was succeeded by his second son, Nasir Jang, in the absence of the eldest son; Ghazi ud din Khan, who was holding high office at the Court of Delhi claims of Nasir Jung were disputed by Muzaffar Jang, his nephew, with the support of Dupleix, the Governor of the French settlements, who saw in the establishment, through his influence, of Muzaffar Jang as Suhadar of the Deccan, and of Chanda Sahib, a claimant for the Nawabship of the Carnatic. means of securing the ascendancy of the French in India. The support which Muzaffar Jang received from the French was, in those times, of itself sufficient reason to induce the Luglish to lend their aid to Nasir Jang Muzaffar Jang fell into the hands of his uncle, by whom he was imprisoned, but in the following year, after the murder of Nasir Jang by Pathan rebels, he was released, and with the support of the French assumed the authority of Suhadar After his accession Muzaffar Jang received into his service a body of French troops under command of Bussy, and assigned to the French large territories near Pondicherry, the province of Karikal, and the town and district of Masulipatam He was soon after killed in a muting of his troops His only son being a minor, Salabat Jung, tha third son of Asaf Jah, was placed in power by the inflaence of the French, in gratitude for which Salabat Jang confirmed many of the privileges enjoyed by them, and assigned several districts in the northern Circurs (Sarkars) for the pay and equipment of the French auxiliaries in his service

On the outbreak of the war between France and England in 1756, the French were driven out of the northern Circars by an English force Salabat

Jang advanced to oppose the Laglish, but did not feel himself strong enough to risk a battle without the aid of his French auxiliaries, who had heen recalled by Count Lally. He accordingly concluded a Treaty (No LXXVIII) in 1759 with the English This granted the scapart of Masulipatam and other districts, comprising altogether an area of ahnut 700 square miles,* to the English in inam, and hound Salahat Jung to exclude the French from his dominions. The acquisitions of the English in the northern Circars were confirmed by a farman of the Emperor of Delhi in 1765, at the time when the Diwan of Bengal, Behar, and Onesa was obtained by the same power

Salahat Jang was deposed in 1761 by his younger brother Nizam Ali, and died two years ofterwards in prison In 1765 Nizam Ali devastated the Carnatic, but was driven back. At the same time an English force took possession of the Carnatic in virtue of a farman from the Emperor of Delbi The Nizam was making active preparations for the continuance of hostilities, but the Madras Government, which was then labouring under recommany difficulties, deputed General Calliand to Hyderabad to negotiate peace. The negotrations resulted in 1766 in a Treaty (No LXXIX), by which, in return for the Circurs of Ellore, Chicacole, Rasshmundry (Rasamahendri), Mustafanagar, and Murtizanagar or Guntur, the British Government agreed to furnish the Nizam with a subsidiary force when required, and to pay nine lakbs a year when the assistance of their troops was not required. The Nizam on his part engaged to assist the British with his troops The Cucar of Guntur, which the Nizam had given in jagir to his brother Basalat Jang, was not to be taken possession of till the latter's death, except in the event of his creating disturbances in the Carnetic

Under this treaty a corps of two battahons joined the Nizam for the reduction of the fort of Bangalore, then in the possession of Hardar Ah of Mysore, with whom the British Guvernment was then on bostile terms, but it was soon withdrawn in consequence of the Nizam having treacherously deverted the British alliance and invaded the Carnatic in conjunction with Haidar Ah The Nizam, however, was soon compelled in separate from Haidar, and in 1768 mother Treaty (No LXXX) was concluded between the British Govern ment and the Nawab of the Carnatic on the one part, and the Nizam on the other By this treaty the Nizam revoked all saineds granted to Haidar Ah by the Subadars of the Decam, sgreed to cede in the English the Diwam

[.] See explanatory note apper ded to No LXXVIII

of the Carnatic above the ghrts which had been seized by Haidar Ali, on condition of their paying him seven lakhs of rupees a year, pledged himself not to interfere with the possessions of the Nawah of the Carnatic, and agreed to accept a reduced payment for the northern Chicars. The engage ment between the English and the Nizam mutually to assist each other with troops was altered. The British Government undertook to furnish the Nizam on his requisition with two battahons of sepoys with guns, subject to the conditions that the Nizam would defray the cost of the force, and that it would not be employed against any person in alliance with the English.

In consequence of the action of Basalat Jang in collecting French troops in Guntur, it became necessary in 1774 to call on the Nixam to order their removal No results followed the Nizam's orders. But in 1779 Basalat Jang, threatened by Haidar Ali, craved the protection of the English and agreed with the Madras Government (No LXXXI) to rent to them, the Guntur district, to dismiss the French troops, and to receive English troops adequate for the defence of the district. This engagement, which was concluded without reference to the Nizam, was considered by him to be a breach of the treaty of 1768, and was disallowed by the Government of India. The district of Guntur, which in the meantime had hear transferred to the Nizam of the Carnat on a ten years lease, was restored to the Nizam's officers

In 1782 Basalat Jane died, and the Guotur Circar, which ought to have lapsed to the English, was retained by the Nizam'e officers In 1788 a Resident was sent to Hyderabad for the first time, the objects of his mission heiner to demand restitution of the district, and to adjust the tribute due to the Nizam, the payment of which had been allowed to fall into arrears. The demand for the restoration of Guntur was complied with (No LAXXII), but the dispute regarding the arrears of tribute could not he adjusted at Hyderabad It was by mutual consent referred to the decision of the Governor-General, and Mir Abdul Kasım was deputed by the Nizam to Calcutta to represent his interests. After allowing for the revenues which had been irregularly collected from Guntur by the Nizam, the arrears due by the British Government were reduced to the sum of Rupees The mission of Mir Abdul Kasım was productive in 1789 of a new Engagement (No LAXVIII), explanatory of the treaty of 1768 this engagement, which was in the form of a letter from Lord Cornwallis hut was declared to be as hinding on the British Government as a regular treaty, it was explained that the words in the 6th article of the treaty of 1765

"whenever the situation of affairs will allow of such a body of troops to march into the Deccan," should be anderstood to mean that the force engaged for by that article should be granted whenever the Nizam should apply for it, provided that it should not be employed against any power in alliance with the British Government

On the hreaking out of the first war with Tipn Snitan, Lord Cornwallis succeeded in securing the co-operation of the Nizam by promising him full participation in the advantages which might result from the war. A Treaty of offensive and defensive allumee (No LXXXIV) was concluded with him on the 4th July 1790 By this treaty, to which the Peshwa was made a party, it was stipulated that the Nizam and the Peshwa should invade Tipn's territories, and should furnish a contingent of 10,000 horse to be paid for by the British Government, that an equal division should be made of the territories conquered, that certain palegars (polygars) and zamindars who had formerly been dependent on the Nizam and the Peshwa should be placed on their former footing, and that if, after the conclusion of peace, Tipu should attack any of the contracting perties the others should join in punishing him. On the termination of the war territories yielding on annual revenue of 13,16,000 pagodas were made over to the Nizam as hie shere of the conquests.

After the conclusion of peace Lord Cornwallis transmitted to Hyderabad and Poona proposals to reduce to a definite treaty the mutual guarantee against Tipu which had been stipulated for in the treaty of 1780. But owing to the delay and evasions of the Peahwa, whose Jesigns against Tipu and the Nizam would have been frustrated by the engagements proposed, the conclusion of the treaty was abandoned, although the Nizam had given his verbal consent to it.

At this time the Mahrattas revived a claim ngainst the Nizam for arrears of chauth, and threatened hostilities if it were not satisfied. The Nizam applied to the British Government for and, but Sir John Shore was precluded by the treaties with the Mahrattas from interfering further than is a mediator. The war which broke out in 1795 terminated in the convention of Kindla, by which the Nizam was compelled to ecde to the Mahrattas territories yielding a revenue of thirty-five lakes of rupees, to pay three crores of rupees, and to give his minister, Azam-nl-Umara, as a hostage for the fulfilment of these terms. Three-fourths of the territory ceded by the Nizam was afterwards recovered during the dissensions which followed the death of Madho Pao Pechwa.

The resentment created in the mind of the Nizam by the refusal of the British Government to aid him in his extremities, or to permit the subsidiary force to accompany him in the war, led him to entertain in his service a hody of troops commanded by French officers, and to dismiss the British subsidiary Friendly relations with him were therefore threatened with rupture . but before matters came to a crisis the rebellion of his son, Ali Juh, compelled him to beg that the subsidiary force might be sent back. The return of the minister Azam ul Umara from Poona was also favourable to British influence. and as the threatening attitude of Tipu made a closer connection with Hyderabad desirable, a Treaty (No. LXXXV) was concluded on the 1st September 1798, by which the subsidiary force was made permanent and raised to six battalions, costing rupees 24,17,100 a year, the Nizam's French corps was to be disbanded, and the British Government was to arbitrate between the Nizam and the Peshwa, or, in the event of the Peshwa not consenting to that arrangement, to protect the Nizam from any unjust and unreasonable demands of the Mahrattas

On the outbreak of the second war with Tipu in 1799, the subsidiary force and the Nizam's army co operated with the British troops, and after the fall of Seringapatam the Nizam received by the partition treaty of Mysore (No LXXXVI) districts yielding 6,07,332 pagodas. To these were subsequently added two-thirds of the territories which were offered to, but rejected hy, the Peshwa The jealonsy with which the Mahrattas viewed the operations ngainst Tipu, and the threatening attitude which they assumed, led the British Government again to strengthen their connection with the Nizam, and a new Treaty (No LXXXVII) was concluded with him on the 12th October 1500. by which two battalions of infantry and one regiment of cavalry were added to the subsidiary force, while to secure the payment of the force the Nizam eeded all the territories he had acquired by the Mysore treaties of 1792 and 1799. vielding about 17,58,000 pagodas, subject to some exchanges to secure a welldefined boundary. The treaty regulated the duties on which the subsidiary force was to be employed, secured the Nizam in the sovereignty of his dominions prohibited his entering into political negotiations with other States, and made the British Government the arbiter in his disputes with other powers. In consequence of the equivocal conduct of the Nizam in the first Mahratta war. and the refusal of his officers to receive the wounded in the battle of Assaye into the forts of Daulatabad and Darur, an additional article was added to the treaty of 1800, requiring the contracting parties to admit the troops of either party into their forts when called upon

In 1802 a Treaty (No LXXXVIII) was concluded with a view to check excessive taxation levied by the Nizam's inflicials. This treaty provided for the free transit of articles of commerce hetween British and Hyderahad territories, abolished transit duties, limited import and export, or customs, duties to 5 per cent advalorem, to be collected once for all at fixed places

Nizam Ali died in 1803 and was succeeded by his son, Sikandar Jah, who went through the form of inhaning the confirmation of the Emperor of Delhi. On his accession all existing treaties with the British Government were confirmed (No LXXXIX). At the close of the Mahratta war the Nizam received by the partition Treaty of Hyderabad (No XC), dated the 28th April 1804, the cession of the Deccan territories conquered from Sindhia and Nagpur

In 1808 died Mir Alam, the Nizam'e able minister and a sincere friend of the British Government. The two persons who stood highest in compe tition for the vacant post were Munir-ul Mulk, son in law of Mir Alam, and Shame ni-Umara, chief of the military party in the State Lord Minto, whose ndvice had been spontaneously sought by the Nizam, recommended the appointment of the latter, but the Nizam did not accept the advice and celected Muur ul Mulk in preference As a condition of the appointment of the new minister, however, the Nizam required him to enter into an agree ment that the affairs of the State should be conducted through the agency of one (haudu Lal, a custom which had prevailed from the time of the death of Mir Abdul Kasım The Nizam himself, whose sanity was doubted, lived a secluded life, and took no interest in the administration Chandu Lal was a stannel supporter of British interests throughout the long and not altogether friendly rule of Sikandar Jah, and under him the reform of the military establishments was commenced, and a regular nrmy disciplined by British officers was organised Various views bave been taken of Chandu Lal's character But whatever may have been hie faults, he was the only person that could be found at Hyderahad capable of carrying on the administration, and neitler the Nizam himself nor successive Residents, who were not all well disposed to Chandu Lal, could find a better man to fil his place

The Nizam's army proved of much service in the Pindari and Mahratta wars in 1817, and after the nverthrow of the Peshwa these services were recognised by the Treaty of the 12th December 1822 (No XCI), whereby the Nizam received a considerable necession of territory, was released from all arrears of tribute which he nwid to the Peshwa, and from all future demands

of it and some exchanges of territory were effected to secure a well defined frontier. The Nizam was bound to protect the rights of the landholders in the districts made over to him—a stipulation which has led to constant discussions with his Government. In 1847 a commission was appointed to enquire into all claims under this guarantee. The claims finally allowed amounted to Rupees 1,00,147

Sikandar Jah died in 1829, and was succeeded by Nasir ud Daula, with whom a Treaty (No XCII) was concluded in 1831, confirming all existing treaties During the latter years of Sikandar Jah's rule the administration of the country had fallen into great disorder. The revenues of the State were farmed to contractors, who were practically supreme in their several districts In consequence the grossest oppression prevailed, and the disciplined force ut der British officere was repeatedly called out to repress local rehellion The country was 11 fested with robber hands, and the roads were upsafe except for persons travelling with large armed escorts. For the restoration of order it lecame necessary to employ British officers in the different districts settled the amount of revenue to be levied, and under their administration the country soon improved The State, moreover, was deeply involved in deht, both to merchants and to the British Government The annual payments to the Nizam for the northern Circurs were accordingly capitalised for a enm of Runess 1 66,66 666, by which the Nizam's government was temporarily extricated from its difficulties

When Nasir ud Daula succeeded, be requested that the direct interference of the British officers in the administration might be discontinued lits request was compiled with. He was assured that, provided be maintained it o revenue settlements made by the British officers until the period for which they were made abould expire, the British Government would withdraw from all interference, and the Nizam would be absolute hotb in the selection and removal of his minister, and in all other matters of internal administration. The withdrawal of interference was immediately followed by the return of disorder and misrale. Every department of the government became disorganised, and the credit of the State was so had that bankers refused to grant leans. Chandu Lai finding him elf anable to cope with the Chancial emil arrassments, res goed the office of minister on the 6th September 1843. His long and distinguished services to the Hyderahad State were highly practed by Lord Elleaborough.

For some months the Nizam endeavoured to

himself, but nt length, with the approval of the Bitish Governmeat, he appointed as his minister Suray al Mnik, son of the former minister Mnin; ul-Mulk. In the meantime the pay of the contingent had fallen greatly into arrears and advances had to be made from the British treasury. By the 12th article of the treaty of 1800 the Nizam agreed in time of war to furnish 6,000 infantry and 0,000 cavalry to eo operate with the British army, and to use every effort to bring the whole force in his dominions into the field as speedily as possible. The Nizam's troops had proved very inefficient in the first Mahratta war, and after the conclusion in the campaign various schemes were from time to time proposed for their reform, but with little success. At length in 1813 one of the corps at Hyderabad mutined, and in their place Chaudu Lal ruised two battalions, who were armed, clothed, and equipped like the Company's troops

It soon became necessary to make advances from the British treasary for the payment of this contingent force of reformed troops, and in 1843 the Nizam was distinctly informed that, in the event of application for further advances, a territorial security for the payment of the debt would be demanded No efforts, bowever, were made to pay off the debt nn account of the contingent either by Suraj-ul Mulk or by his successors in office, Amiad-ul-Mulk and Shams-ul-Umara, who were appointed in 1848 and 1849 with the approval of the British Government. In 1849 a requisition was made for the payment of the debt by the 31st December 1850 No steps were taken for payment, and in 1851 a territorial cession was demanded to liquidate the debt, which then amounted to upwards of Rupees 78,00,000 A payment of Rupees 40,00,000 was at once made, and the appropriation of the revenues of certain districts was promised to meet the remainder The demand for a territorial cession was therefore withdrawa. But no real improvement followed. The Resident was again obliged to make advances for the payment of the contingent, and in 1853 the deht had again risen to newards of Rupees 45,00,000.

Some new arrangement was therefore absolutely necessary. Accordingly in 1853 a new Treaty (No XCIII) was concluded with the Nizam By this the British Government agreed to maintain an auxiliary force of not less than 5,000 infantry, 2,000 eavalry, and four field batteries of artillery. In order to provide for the payment of the force, and for certain pensions and the interest on the debt, the Nizam assigned in trust districts in Berar, Dharaseo and the Raichnr

Doah, which were estimated to yield a gross revenue of fifty lakhs of rupees It was also agreed that accounts should be annually rendered to the Nizam, and that any surplus revenue which might accrue should be paid to him. By this treaty the Nizam, while retaining the full use of the subsidiary force and contingent, was released from the unlimited obligation of service in time of war. The contingent ceased to be part of the Nizam's army, and hecame an auxiliary force Lept up by the British Government for the Nizam's use under the name of the Hyderabad contingent.

Nasır ud Daula dıed in 1857, and was succeeded by his eldest son, Afralud Daula During the mutaires of 1857 the maintenance of order at Hy derahad was imp riant for the success of the military operations in the Deccan
and Central India. The hopes of the disaffected were excited by the succession of a new Chief, and on the 17th July 1857 an attack, was mide on the
Residency, but it was repulsed. The efforts of the Resident to priservo order
were ably seconded by the Nizam's Minister, Salar Jang, a nephem of Suraj ulMulls, who had been appeared, with the approval of the British Government,
on his uncle's death in 1853

The previsions of the treaty of 1853, which required the submission of annual accounts of the Assigned Districts to the Nizym, were productive of inconvenience and embarrassing discussions. Difficulties had also arried regarding the levy of the 5 per cent duty on goods under the commercial treaty of 1862. To remove these difficulties, and at the same time to reward the Nizam for his services in 1857, a new Treaty (No ACIV) was concluded in December 1860. By this the debt of fifty laths due by the Nizam was cancelled, the territory of Shorapur, which had been confiscated for the rebellion of the Riya, was celed to the Nizam, and the districts of Dharasco and the Raichur Deal were restored to him.

On the other hand, the Nizam coded certain districts on the left lank of the Godavan, freed the traffic on that river from all duties, and agreed that the remaining assigned districts in Berar should be held in trust by the Briti h Government for the purposes specified in the treaty of 1855, but that no dimand for the accounts of the receipts or expenditure of the districts should be made. Applications for the restoration of the Haderahad Assigned Districts have on more than one occasion been made, but the British Government has declined to make any essential alteration in the arrangements provided for hy the treaties of 1853 and 1859. Under British administration the revenue of Berar has greatly increased, and a large surplus I as been paid over to the Hyderabad State under the treaty provisions

The treaty of 1860 does not affect the customs duties levied on goods imported to or exported from the Nizam's territories. The limit for these remains as before at 5 per cent. ad valorette.

In 1864 the Minister drew np, in consultation with the Resident, rules to regulate the collection in Hyderabad territory of the customs duties admissible under the treaty of 1802. The schedules attached to the rules contained a list of articles which were to be taxed at a certain sum for a certain weight, the rates representing at the time, approximately, 5 per cent ad valorem, and being liable to increase or reduction from time to time. The rules were approved by the Government of India.

In 1876 the Nızam's Government adopted the proposal of the British Government that article 3 of the commercial treaty of 1802 should not in future be held to apply to the transit of salt manufactured in Hyderabad territory (No ACV)

Owing to a disagreement the Nizam resolved in 1861 to remove Salar Jung from office, notwithstanding the remonstrances of the Resident But the British Government refused to countenance the measure, and Salar Jung was maintained in office Differences again arcse between the Nizam and his minister in 1867, but were eventually arranged, and Sir Salar Jung continued to hold the office of which he had felt compelled to tender his resignation. The opportunity was taken to impress upon the Nizam the advirability of giving his entire confidence to a minister who had ruled the State with so much ability, and to point out the serious consequences which a relapse into misrule would entail on the Hyderplad State

In August 1860 the Nizam agreed (No XCVI) to cede the land required for railway purposes in the Raichur Dash, and in 1870 an Agreement (No XCVII) was concluded between the British Government and the Nizam, providing for the construction of a railway to connect. Hyderabad with the Great Indian Feniusala Railway. The main points of the agreement were that the Hyder and Strite, with the aid of shareholders, should provide the capital necessary first construction, maintenance and working of the railway, including provision of land, payment of empensation, and cost of survey, and that the British Government should construct and manage the railway on behalf of the Nizam, all o should necessarill profits of rived from the working.

In 1861 the Nizam issued a Sanad (No ACVIII) declaratory of the Resident's authority to inquire into and punish offences committed by Europeans and others in the Hyderahad territory.

The Nizam received in 1862 a guarantee (No XCIX) that any succession to his State, which might be in accordance with Muhammadan law and the customs of his family, would be recognised

In 1867 an Extradition Treaty (No C) was concluded between the British Government and the Nizam. In this treaty the two Governments agreed to act upon a system of strict reciprocity in surrendering persons charged with any of the offences mentioned in article 4, provided that in cach case the accused was a subject of the Government making the requisition for his surrender, that the offence had been committed within the territory belonging to, or administered by, such Government, and that the application for surrender of the accused person was duly made and supported by such evidence of his criminality as, according to the laws of the country in which he was found, would justify his arrest and sustain the charge if the officie had been committed there.

The procedure prescribed by this treaty for the extradition of offunders from British India to the Hyderabad State is less simple and effective than the procedure prescribed by the law relating to the cartradition of offenders in force in British India. The treaty has therefore been recently modified by a supplementary Agreement made with His Highness the Nizam on the 21st July 1887 (No. CI). This provides that the treaty shall no longer apply to cases of extradition of offenders from British India to the Hyderahad State but that the procedure prescribed by the law for the extradition of affenders for the time being in force in British India shall be followed in every such

The Nizam Afzal-ud-Daula, who had been created a Knight Grand Commander of the Most Exalted Order of the Star of India, died after a short illness on the 26th February 1869. His only son, Mir Mabbub Ali Khan, then not three years of age, was placed on the massad by the British Resident, and the joint administration of affairs during the young Nizam's minority was entrusted to Sir Salar Jang and Nawah Shams allumara. The education of the young Nizam was on object of much solicitude to the British Government, and a guarantee was of tained from the ministers that when the proper time armed an Paglish gentleman should be estimated with the duty of superintending it. In 1874 Capitain John Cirk was appended for the purpose, and le con-

tinued in the post until the year 1876, when he was succeeded by his hrother, Captain Claude Clerk, whose employment came to an end in June 1887

In 1871 (No CH), an exchange of villages was agreed to with a view to the rectification of that portion of the border of the Assigned Districts in Berar which touches on the territories administered by the Nizam's Government. It was under-tood that this arrangement in no way affected the conditions under which the Assigned Districts were held by the British Government, and that in the transferred villages the assessments introduced under British management would be municuled.

By the treaty of the 2nd December 1871 (see Gwalior, Vol IV) Suidhia ceded to the British Government his rights and interests of every description in certain ancestral villages which he possessed within the territories of the Nizam As it was desirable to transfer the rights and interests which the British Government had thus acquired in these villages to the Hyderabad State, a Memorandum of Agreement (No CIII) was signed on the 18th August 1872, by which the villages in question were ceded to the Nizam, who in return ceded to the British Government in full sovereignty certain villages in the Bombay Presidency.

Hie Highness the Nizam, Mir Mahbah Ali Khan, attended the Imperial Assemblage at Delhi, and was present when Her Majesty the Queen was proclaimed Empress of Iodia The Nizam's salute was at this time inised from 19 to 21 guns

A Postal Agreement (No CIV) was executed by the Nizam's Government in August 1882, making provision for the interchange of mails between the British and Nizam's Post Offices under certain conditions

It had been proposed that the Nizam should visit Lagland in the year 1883, but this arrangement fell through owing to the death of Sir Salar Jang on the 8th February 1883 During the year that had still to elapse before the Nizam came of age the administration was entrusted to the Peshlar, Mabaraja Narindir Parshad, and Mir Laik Ali, the elder son of Sir Salar Jang, who were entitled respectively Senior and Junior Administrators There was also a Council of Regency composed of the Poshlar and the Nawabs khurshid Jah and Baslin-od-Danla The Nizam presided over the Council, and Vir Laik Ali, who assumed his father's title of Salar Jang, acted as its Secretary, but they had no votes

In order to protect the interests of both the British and the Nizam's

Government in the matter of the opum revenue, an Agreement (No CV) was executed on the 29th October 1853. This prohibited the cultivation of poppy and the manufacture of opum in the Nuzan's territory, and regulated the import, export, transport, possession and sale of the drug. It also provided that any alterations made in the Opum Rules of His Highness's Government should be communicated to the Resident, and that the Opum Agent at Indore should issue passes for opum required by the Nuzan's Government, and levy on behalf of His Highness's Government a pass duty, at a rate of not less than Rapses 600 per chest of His 140, on opum consigned to the Hyderabad territory, the duty being remitted to the Nuzan's Minister through the Resident in Hyderabad. The pass duty has, however, ever since been levied at the rate of Rupees 700 per chest. The arrangement effected by this agreement bas considerably increased the opium revenue of the Hyderabad State, which in 1850 was estimated in Rupees 60,062, while the amount of pass duty alone levied and paid to the Minister in 1850 was Rupees 2,57,250

With the consent of the Government of India the Nizim's Government entered into an Agreement (No CVI) on the 27th December 18°5 with His Highness the Nizim's Guaranteed State Railways Company, by which the Company purchased, an certain conditions, the railway line from Wadi to Seenaderahad, and undertool to construct new lines from Secunderahad to Warnagal, thence to Dezwada, and also in northerly direction. In connection with the transfer of the railway to the Company, an Agreement (No CVII) was made between the Nizam's Government and the Government of India on the 30th April 1855, with the object of securing the due fulfilment by the Railway Company of certain obligations affecting rights reserved to the Government of India

Full jurisdiction has been grauted by His Highness the Nizam to the British Government within the lands in His Highness's territory which are occupied, or may hereafter be occupied, by His Highness the Nizam's Guaranteed State Railway, Company, the Great Indian Pennsula Railway, the Madras Railway, the Southern Mahmatta Railway, and the Dhond and Manmad Railway, including lands taken up for stations, out-buildings, and for any other railway purpose

On the 5th Tebruary 1884 the Nizam came of age and was invested with full powers of administration by the Viceroy, the Marquis of Ripon His Highness, with the concurrence of the Government of India, appointed Salar Jang II to be Minister The Nizam was invested with the insignia

of a Kuight Grand Commander of the Most Exalted Order of the Star of India on the 6th February 1885

The title of Knight Commander of the Most Eminent Order of the Indian Empire was conferred on the Nawah Salar Jang II on the 16th February 1887, and on the Nawahs Bashir ud Daula Asman Jah and Shams ul-Umara Khurshid Jah on the 2nd January 1888

On the 7th January 1886 an Agreement (No CVIII) was executed by the Nizam's Government, by which certain mining rights in His Highness's territory were assigned to concessionaires, who undertook to form a company for the purpose of carrying out mining operations. Certain transactions connected with the formation of the mining company, called the Hyderabad (Deccan) Company, Limited, subsequently became the subject of controversy, and a further Agreement (No CIX) was executed on the 2nd January 1890 between the Nizam's Government, the Hyderabad (Deccan) Company and the original concessionaires

In October 1886 the Nizam's Government consented to the application of the Indian Telegraph Act (XIII of 1885) and the roles framed then cunder to all telegraph lines in the Hyderahad State, and an order on the subject wis issued in 1887 in the Jarida or State Grzette (No CX)

Sir Salar Jang II resigned his appointment as Minister in April 1887, and the Nizam, with the concurrence of the Government of India, appointed in July 1887 the Nawab Bashir-ud Daula (Sir Asman Jah) to the vacant post, which he still holds During the interval between April and July 1887 the hussness of the State was conducted by the Nizam himself with the help of Colonel C H T Marsball, of the Punjab Commission, who had been appointed in March 1887, at the Nizam's request, to be Private Secretary to His Highness Colonel Marsball resigned his appointment as Private Secretary in November 1888.

Sir Salar Jang II died on the 7th July 1889 A son was born to him on the 13th June 1889 Munir ul Mull, the younger brother of Sir Salar Jang II, and the only other surviving son of Sir Salar Jang I, died on the 26th Jann ri 1890, leaving no male issue

His Highness the Nizam, Mir Mahbub Ali Khan, bas two sons, of whom the elder is Vir Osman Ali Khan, born on the 21st May 1886

The military forces of the Hyderabad State may be reckoned at about 10,000 regular or reorganised troops and about 20,000 irregulars Besides

these there are considerable numbers of arregulars belonging to the Nazam's Crown estates and to the Paigah nobles of the Shams-ul-Umara family

The area of Hydershad territory, exclusive of the Assigned Districts, is \$2,697 require miles, and its population occording to the census of 1591 is 11,537,040. The State revenue proper may be reckoned at Rupees 3,00,00,000, which is exclusive of large estates belonging to the Nizam and to his nobles and jiggidars.

The Raja of Gadwal is a feudatory of the Nizam, and appears to be practically independent in his internal administration so long as he pays an annual tribute of Rupees 1,15,000

No LXXVIII

TREATY with the NIZAM, 1759

A COPY of REQUESTS made by COLONEL FORDE to NAWAB SALABUT JUNG, and his compliance thereto, in his own hand

The whole of the Circar of Masulipatam, with eight districts, as well as the Circar of Nizampatam, and the districts of Condavir and Wacalmanuer, shall be given to the English Company as an enam (or free gift), and the Sunnuds granted to them in the same manner as was done to the French

The Nawah Salabut Jung will ohlige the French troops which are in his country to pass the river Ganges within fifteen days , or send them to Pondicherry, or to may other place out of the Deccan country, on the other side of the river Kistna, in future he will not suffer them to have a settlement in this country, on any account whatsoever, nor keep them in his service, nor assist them, nor call them to his assistance

The Nawah will not demand or call Gauzepetty Rauze to an account for what he has collected out of the Circars helonging to the French, not for the computation of the revenues of his own country, in the present year, but let him remain peaceable in it in future, and according to the computation of the revenues of his country before the time of the French, agreeable to the custom of ' was then paid to the Circar, so he will nor Circar, and if he (the Raja) does not agree t hat he pleases In all cases the Nawab will not assist the enemies of the English not give them protection

The English Company, on their part, will not assist the Nawab's enemies nor give them protection

Date I Moon Ramadan, the 16th Hegua, 1172, which is the 14th of May 1759

I swear by God and his Prophet, and upon the holy Alcoran, that I with pleasure agree to the requests specified in this paper, and shall not deviate from it even an hair's breadth

FIRMAUN from the Mogul, for the Northern Circars-1765

In these happy times, our I irmaun, full of aplendor and worthy of obe dience, is descended, purporting, that whereas Salabut Jung Bahadoor, Soubadar of the Deccan, conferred the Circar of Siccacole, etc., on the French Company, and that in consequence of its not being confirmed by us, either by Firmann or otherwise, the high, mighty, glorious Chiefe of the Khane, chosen of the Omrahs, Sepoy Sudare, truly fauthful, worthy of receiving fuvours and obligations, our invariable and nover-failing friends and well-wishers, the English Company (having rent a large force for that purpose) did expel the Freuch therefrom; we, therefore, in consideration of the fidelity nod good wishes \$\frac{\phi}{2} \frac{1}{2} \frac{1}

of enam
in the same), from the beginning of the Fuscul of Tuccancoud, in the year of
Phacely 1172, equal to the month of April 1702; it is incumbent, therefore,
on you, our sons, Omrahs, Viziers, Governors, Mootsaddees, for the nilaris of
our Dewaoship, Mootcophils, for those of our kingd m, jagliredars, and
karores, both owe and hereafter, for ever and ever, to use your endeavours in
the strengthening and carrying into execution this our most high command,
and to code and give up to the abovementioned Eoglish Company, their heirs
and descendants, for ever and erry, the inforcaid Circars, and estreming them
likewise free, exempt, and safe from all displacing or removal, by no means
'what wer either molest or trouble them on account of the Dewan's office or
those of our Imperial Court.

Looking upon this high Firmaun as an absolute and positive order, obey it implicitly.

Dated the 24th of the moon Sophar, in the sixth year of our reign, equal to the 12th of August, 1766.

Forms made use of on the back of the Firmann,

From the Secretary setting forth that His Mojesty hod been pleased to sign a petition (supposed to be from the Compacy) of the same date as the Firmaun, directing that whereas Salabut Juog Bahadoor, Soubadar of the Deccan, conferred the Circar of Siccacole, etc., on the French Compacy, and that in consequence of its oot being cooffirmed by His Majesty, either by Firmauo or otherwise, the high, mighty, etc., etc., English (having sent a large force for that purpose) did expel the said French therefrom; His Majesty therefore, in consideration of the fidelity of the aforesaid English Company, has given them (without the participation of any person whatever in the same) the above-mentioned Circars by way of enam or free gift.

Then follow two orders from the Mogul; the first supposed to be 10 his own hand, addressed to his son, Mirza Mahomed Albur Shah Bahadoor, telling him to comply with the contects of this Firmaun; the other directing that the English Company he noder his son's command or in his Ressaula.

The whole nttested, under Knzzi Inauyet Khao's seal to be o true copy from the original.

Part II

No LXXIX

TREATY with the NIZAM, 1766.

A TREATY of PERPETUAL HONOUR, FAVOR, ALLIANCE, and ATTACHMENT, between the Great Nawab, high in station famous as the sun, Nawab Ausuph Jah Nizam ool-Moolk Nizamud Dowlah Meer Nizam Ally Khan Bahadoor Phutta Jung Sepoy Sirdar, and the Honourable English East India Company. signed, sealed, and ratified, on the one part, by His Highness the said Nawab, and on the other by John Calliaud, Esq. Brigadier General, invested with full powers, on behalf of the said Company Done at Hyderabad, the 9th of the Moon Gennae-dussuny, in the year of Hegua 1180, equal to the 12th of November 1766

ARTICLE 1

The two contracting parties do, by virtue of this Trenty of honour, favour, allinuce and friendship, solemnly engage a mutual assistance to esteem the enemies of one the enemies of both, and contrariwise, the friends of one the friends of the other

ARTICLE 2

The Honourable English East India Company, in return for the gracous favours received from His Highness, consisting of Sunnuds for the five Crucars of Liliour, Succacole, Rajalimundry, Moostafuringger and Moortizanager, expressing the free grit thereof on them and their heirs for ever and ever, do hereby promise and engage to have a holy of their troops ready to sattle the affairs of His Highness's government in everything that is right and proper whenever required, provided that they be at hiserty to withdraw the whole, or such part thereof as they shall judge proper, whenever either the enfety of their own settlements and possessions or the peace and tranquility of the Caractic, be the least endangered in case of failing not of which circ imstances (which tood forbid) they do promise and engage to give the most timely notice there of to His Highness in their power

ARTICLE 3

The Honourable English Last India Company do further engage and premier that in whatever year the assistance of their troops shall not be required, they will pay to His Highness, as a consideration for the free gift of the above mentioned five Carcars, for ever and ever, the following sums, by kasts, as specified in 8th Article in this Treaty, viz. for the three Circars

of Rajahmun ity, Fllour and Mostafurnugger, five lakes of Rupees; and for those of Steetcole and Moortizanugger, as soon as they are in their brids, and the settling the same is well effected, two lakes each, in all nine lakes of Rupees per annum

APTICLE 4

The reduction of the Siccacole Circar, by the blessing of God, the Company will effect as roon as possible, but that of Moortzanunger, in consideration of His Highness baving, by former agreements, given it to his brother Bazalut Jung as in jachire, the Honouralle Leighish Fast Judia Company do promise and engage not to take possession of until the His Highness's pleasure, or until the demise of bis suil brother, but to prevent all future disputes and difficulties that may bereafter arise concerning the same, the aforesaid Company do further explain their intentions in the folloning Articlo—

ARTICLE 5

As the Circar of Mootizannager borders on that of Nizampatam and tha country of the Carnate, which by writin of the former and present Treaties and alliances, the aforesaid Company are bound to maintain and protect in all its extent, therefore in case the ead Bazalut Jung, his Agents or dependants, should cause any disturbances to the prejudee thereof, it is brethy agreed on by both parties that the aforesaid Company shall than linve it in their power to take immediate possession of that Oricar

ARTICLE 6.

As, by the tenor of the second Article of this Treaty, the aforesaid Company have engaged to furnish a body of troops to be read; to march to the assistance of his Highness, it is agreed on by both parties that the expenses thereof shall be paid in the following manner, to wit, of the expense of the number of troops His Highness may require should fall short of the sum of the five lakhs of Rupees mentioned to be paid for the three Circars of Rajahmundry, Ellour, and Moostafurnugger, the Company will account to His Highness for what halance may remain due, and in case of its exceeding the above mentioned sum, the information Company do hereby engage themselves to be answerable for the protected Company do hereby engage themselves to he answerable for the protect of the remainder. The same agreement, in like manner, to hold good for the same intipulated to be paid for the two Circars of Stoccacle and Moortizangger, when settle

ARTICLE 7

In consideration of the fidelity, attachment, and services of the aforesaid
ness his upon them, His said High
entirely acquit the above-mentioned
to the present date of these writings

ARTICLE S.

In case the assistance of the Hononrahle Company's troops is not required, the annual stipulated sum, expessed in the third Article of this Treaty, the aforesaid Company do engage to pay in three lists, after the following manner, and to give Soucar seemity for the same, viz., the first payment the 31st of Maich, the second the 30th of June; and the third the 31st of October.

ARTICLE 9.

Whenever His Highness goes into winter quarters, and the troops of the other Sirdars have leave for that purpose, these of the aforesaid Company shall have leave also to depart to their own county.

ARTICLE 10.

His Highness engages to give as early notice as possible, not less than three months, of the service in which he will require the assistance of the throps of the aforesud Company, that they may have timely notice to make the necessary preparations, and that the number of troops sent may be sufficient for the service required of them, of which the aforesaid Company are to be left the entire and sole judges; and as the success of all expeditions depends much upon secrecy in council, both parties do hereby engage themselves not to reveal any such designs as they may communicate to each other until everything on both sides is ready for execution.

ARTICLE 11.

The Honoumble English East India Company, in consider them of the diamond mines, with the villages appertanting thereto, brying been always dependent upon His Highness's government, do herehy agree that the same shall remain to his possession now also.

ARTICLE 12.

His Highness, in order to convince the whole world of the great confidence and trust be reposes in the English nation, agrees and consents that the fort of Condapillee shall be entirely garrisoned by the troops of the aforesaid Company; in consideration of which the aforesaid Company of the aforesaid Company of the aforesaid Company to be probe agree and consent likewise that there he a killadar therein on the part of His Highness, and that the usual jaghiro annexed to the killadarry shall be ceded to him

ARTICLE 13.

In virtue ce al . m - a - ce - a le .
the two contrac

aforesaid Comp same liberty of manner as is expressed, for the aforesaid Company, in the second Article of this Treaty, whenever the same shall become necessary.

ARTICLE 14

In virtue of the above Treaty of favor, alliance, and friendship, both pyrties do mutually and solemnly engree to the justical and street observance of all and every one of the above mentioned Articles, that from this time all doubts and suspicious shall case between them, and in their room a perpetual, just, and sincere conflictnee be established, so that the greet affairs of the Deceni government, and the Insiness of the Comjany may increase every day in honour, riches, and happiness, from generation to generation

In confirmation of which His Highness, on the one part, and John Callinud, Esquire, Brigadier General, invested with full powers from the English Company, on the other, have bereunto affixed their hands and seals

Dated in Hyderabod the 9th of the moon Gemace-dussuny, in the year of the Hegira 1150, equal to the 12th of hovember 176u.

TRANSLATION of a SUNNUD, under the scal of NIZAM ALLY KHAN for the five Circurs

Be it known to the decemonless deespondees, muccaddems, huslandmen, and inhabitants of the Circars of Rajahmundry, Ellour, Moestafurnggur, Siccacols and Moortzanuggur, belonging to the Soulaship of Hyderabad, that ont of our great favor and goodness from the 19th of the moon Gemachusury, in the year of Phasely 1176, equal to the 12th of November 1786, the whole of the said Circars (the jaghire of the Moortsfurnuggar aliaz Condapilles fort, and the weal villages appertaining to the diamond mines excepted) are now given to and conferred upon the European English Company, by way of enam, or free gift, for ever und ever, agreeable to their pattition sigued by us, in return for which, they the English Company are to pay the annual sum of nue laths of Rippes, and to stand to all sebbendy charges, and whatever earthly or heavenly mischances may happen yon, therefore our above mentioned desmookees, etc., are hereby required, with contented minds, to live in obedience to the above Company's deputies, and to ray the proper revenues at the fixed and stated times.

Looking upon this as a positive order, ohey it accordingly

Dated the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, caugh to the 12th of November 1766

TRANSLATION OF B DISCHARGE, under the seal of NIZAM ALLY KHAN to OMDET OOL-MOOLE SERAJAH DOWLAH ANNEVERDEEN KHAN BAHADDOR MOONSOOR JUNO, FOUJDAR OF the CARNATIC PAYEN GAUT, from the Borders of the PALNAUD COUNTRY to the further extremity of those of the MALAVAR COUNTRY, and to the SONS and HEIRS of the Said OMDET-OOL-MOOLE BAHADOOR

In consideration of the fidelity and attachment the said Omdet-ool Mcolk

Bahadoor has promised and engaged to my Court by the means of General Calliand, and in return for the sum of five likhs of Rupees (agreeable to the petition hereunto mentioned, enautersigned by us) this discharge is now given to him, the said Omdet-onl-Mooll, his sons and heirs, for the whole of the abovementioned countries, as well the past, present, as the future also

TRANSLATION of the Petition supposed to be presented by OM-DET-OOL-MOOLE BAHADOOR'S VAKEEL.

In consequence of the fidelity and attachment Omdet-ool-Moolk Bahadoor has promised and engaged to Your Highness's Court by the means of General Calhaud, I beg leave to hipe that, in return for the sum of five lables of Rupees, a discharge for the past, present, and future may be given to bim (the said Omdet-ool-Moolk Bahadoor), his sons and beirs, for the Carnatic, from the borders of the Palnaud country to the further extremity of those of the Malvara country.

Dated the 9th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 12th of November 1766.

TRANSLATION of an Obligation given to His Highness Nizam Ally, by General Calliaud, on the part of the Nawab Serajah Dowlah.

Whereas evil-minded people is a superior of the same in future, and strengthen and establish, in the strongest manner, the alliance, attachment, and fidelity, between His Highness the said Omdet-col-Mooil. Bahildor and the English Company, I, John Callaud, Eq., Hingadier-General, do hereby promise and engage, on the part of the said Omdet-col-Mooil. Bahildor, that he will do nothing prejudicial to the interests of His Highness, or contrary to the friend-ship and alliance by the means if the said Company now happily established between them, for the true and just performance of which the aforesaid Company do bereby become securities.

Given at Hyderabad, the 11th of the moon Gemace-dussuny, in the year of the Hegira 1180, equal to the 14th of November 1766

TRANSLATION of an Obligation given to His Highness Nizam Ally, by General Calliaud, on the part of the Nawab Sprajan Dowlan.

John Calliand, Esq., Brigadier-General, dn bereby promise and engage,

on the part of Omdet-col-Mooll Serajah Dowlah Bahadoor, that agreeable to il Omdet-col-Moolk into the hands of

ve lakks of Rupees, for the performance of which the Company are nereby made accurities

Dated at Hyderabad, the 11th of the moon Gemace-dussung, in the year of the Hegira 1180, equal to the 14th of November 1766.

No. LXXX.

- TREATY OF PERFETUAL FRIENDSHIP and ALLIANCE with the NAWAR of the CARNATIC and the SOUDAH Of the DECCAN—
 1768.
- A TREATY OF PERPETUAL FRIENDSHIP and ALLIANCE made and concluded at Fort St. George, between the Honourable UNITED COMPANY Of MERCHANTS Of ENGLAND trading to the East Indies, in conjunction with the NAWAB WOLAU JAH OMDET-OOL-MOOLK UMMEER-OOL-HIND SERAJAH DOW-LAH ANNEVERDEEN KHAN BAHADOOR MOONSOOR JUNG. SIPPA SIRDAR Of the CARNATIO PAYEN GAUT, on the one part, and the Great Nawas high in station, Ausurn Jan NIZAM-OOL-MOOLK MEER NIZAM ALLY KHAN BAHADOOR PHUTTAH JUNG SIPPA SIRDAR, SOUBAH of the DECCAN, on the other part; by the HONOURABLE CHARLES BOURCHIER. Esq., PRESIDENT and GOVERNOR of FORT St. GEORGE, and the Council thereof, on behalf of the said English East INDIA COMPANY: the NAWAB WOLAU JAH OMDET-OOL-MOOLK, on hehalf of himself, as NAWAB of the CARNATIC: and the NAWAB RECUN-OOD-DOWLAH DEWAN, invested with full powers on behalf of the said NAWAB AUSUPH JAH NIZAM-OOL-MOOLK, his heirs and successors, as Souban of the Deccan. Done on the 23rd day of February in the year 1768 of the Christian era, and on the 4th of the moon Shevaul in the year of the Hegira 1181.

Whereas, on the 12th of November, in the year of the Christian era 1766,

or on the 9th of the moon Gemace-dussuny in the year of the Hegra 1180, a Treaty was concluded at Hyderahad by and between General John Calliaud, invested with full powers on behalf of the English East India. Company, and the Nawab Ausuph Jah Nizain-ool-Moolk, etc., on hehalf of himself, as Soulah of the Deccau, with a design to establish an honourable and lasting friend-ship and alliance hetween the two contricting powers; and whereas, some misunderstandings have since arisen, which have perverted the intent of the, said Treaty, and kindled up the fames of war, now he is known to the whole world, that the heforementioned Nawah Ausuph Jah and the English Company, with the Nawah Wolau Jah, have entered into another Treaty of the strictest friendship and alliance, on the following conditions.

ARTICLE I

The exalted and illustrious Emperor of Hindostan, Shith Alum Padicha, barring out of his gracious favour and in consideration of the attachment and services of the English East Vol. Company of the Authorities of the English East Vol. Company of the Company of t

4th of the moon Suphier, in the Ausuph Jah Nizam-ool-Moolk, as I and third Articles of the afore-Sunnuds, under his houd and soal,

it is now further acknowledged and agreed by the said Ausuph Jah Nizamool-Moolk, Soubah of the Deccan, that the said Company shall enjoy and hold for ever, as their right and property, the said five Circars, on the terms becafter mentioned

ARTICLE 2.

By the aforementioned Treaty of Hyderabod it was stipulated that the Nawah Ausuph Jab having given the Circar of Moortizanugger os a righire to his brother the Nawah Ummer-col-Omrah, Sough-ool-Moolk, Baladoor Bazalut Jung, the Company should not take possession of the said Circar till after the death of Bazalut Jung, or till he broke the friendship with the said Company by raising disturbances in the country of Nizampatam or the Carnatic, and though the Company might justly claim a right to take possession of the said Circar, from the late conduct of Bazalut Jung, yet in consideration of their friendship for Ausuph Jah and his family, and that they may not distress his affairs by obliging him to provide his brother Bazalut Jung with another production of the country of the conduct of the country of the provide his brother Bazalut Jung still hold the Cit till it be the pleasure (

thereof, provided that country of Adony, and any valued or correst lish Company and the ance whatever to the of the Company or the Nawah Wolvu Jub luit if this Article shall at any time beinfringed, the Company shall he at hiberty, by virtue of this Treaty, to take possession of and keep the Circar of Moortizanugger in the sume manner as the other four, and the Nawah Ausuph Jah engages to assist them therein with his troops, if necessary

APTICLE 3

The fort of Condanillee with its jughire shall for ever hereafter remain in possession of the Linglish Company, and be garrisoned with their troops, under their own officers only, notwithstanding anything to the contrary stipulated in the twelfth Article of the Treaty of Hyderabad

ATTICLE 1

Narrandoo, one of the zemndars of the Circar of Siccacole, having lately raised disturbances in the Itchapore country, and refused (as he alleges, in conformity to the Nawah Ausuph Jah's orders) to pay his rents, or obedience to the Company, the Nawah Ausuph Jah agrees, on the signing and exchange of the present Treaty, to write letters not oult to Arrandoo but to all the zemindars in the Circars of Ellour, Moostafurnuggur, Rajahmundri, and Siccacole, acquainting them that they are in future to regard the English Company as their sovereign, and to pay their rents and obedience to the said Company, or their deputies, without raising any troubles or disturbances. The Nawah Ausuph Jah further agrees that he will not in future encounage, or protect, in missing troubles or disobedience any zemindars, ranters, or servants of the English Company, or the Nawah Wolau Jah, who on their parts engage the same to this Highness Ausuph Jah

ARTICLE 5

It has been the constant desire and endeavour of the English Company and the Nawah Wolau Jah to preserve their possessions in peace, and to live on terms of friendship with the Soubah of the Decean they still desire to do the same, and though the operations of war have lately obliged the Company to send their troops towards Hyderabad, and to take possession of the Circars of Commamet and Worangole yet as a proof of their friendship for the Nawah Ausuph Jah, etc., Soubah of the Decean, no the signing and exchange of this Treaty, the Company's troops shall be recalled to the fort of Commamet, from whence they shall also retire into their own Circurs so soon as the Soubah with his army has crossed the Kistna, leaving the fort of Commamet to the Souhab's deputy And, as a further proof of the Company's sincere desire to preserve a friendship with the Soubih of the Decean they agree to bury in oblivion what is past, and to pay him annually for the space of six years, to be computed from the 1st of January 1768, or the 10th of the moon Shibiun, in the year of the Hegira 1181, the sum of two lakes of Arcot Rupees, at Madras or Masulipatam, that is to say, or e lakh on the 31st of March, and also one lakh on the 31st of October, or two lakhs every year, and one lakh more at each of these periods whenever the Circar of Condavir is put into the Company's possession The Company moreover promise, that if they peaceably possess the Chicars during the aforesaid term of six years and the Souhah gives them no trouble, they will pay annually, from the lst of January 1774, the sum of five lakhs, in two equal payments, as before expressed, or of seven lakhs, if Condawr be then in their possession, but in case the Souhah, or the Mahrattas by his instigation, should invade the Circars or Carnatic, or they, or any other power should conquer the Circars from the English Company, the payment of the said sums shall be suspended till peace and the Circars are restored to the Company.

ARTICLE 6.

It was stipulated in the former Treaty made at Hyderabad that the Company and the Souhah should mutually assist each other with their troops when required and their own affairs would permit, but it being apprehended it present that such an agreement may subject both parties to difficulties and that misunderstandings may at see on that account, it is now agreed only that a mutual peace, confidence, and friendship shall subsist for ever between the English Company He Hydroger A cab Lat and 4th Nameh Wels Latin the enemies.

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and the frictronlies should arise, or any enemies invade the countries under the government of either of the contracting parties, the other two shall give us countenance or ussastance to such enemies or invaders. The Company and the Nawab Wolau Jah, willing, however, to show their voluntary attachment to the Souhah, will always be isady to send two battalions of sepors and six pieces of artillery, manned by Europeans, whenever the Soubah shall require them und the situation of their affairs will allow of such a body of troops to march into the Deccut, provided the Souhah puys the expense during the time that the said troops are employed in his service.

ARTICLE 7.

The exalted and illustrious Emperor, Shah Allum, having been pleased, out of his great favour and high esteem for the Nawah Wolau Jah, to give Omdet ool-Omrah, and Paven Gant and the

iring date the 26th of

August 1765, or the 27th of the moon Zuphur, in the anth year of the said Linpstor's reign, and the Nawah Ausush Jan Nyazm ool Moolk, etc, having also, out of his affection and regard for the said Nawab Wolau Jah, released him, his son Misepen ool-Moolk, etc, and their heirs, in succession for ever from all dependence on the Deccan, and given him a full discharge of all demands, past, present, and to come, on the said Carnatio Piyer Gault, by a Sunnud, ander his hand and seal, dated the 12th of November 1765, in con sideration of the said Nawab Wolau Jah havin; paid the Soubah five lakks of Rupers, it is now agreed and acknowledged by the said Ausuph Jah Nizum-ool Moolk and theirs in succession, shall enjoy for ever as an ultimigal, or free

gift, the government of the Carantic Payen Gant, in the fullest and amplett manner, the sud Nawab Ausuph Jah promising and engrging not to hold or keep up any kind of correspondence with any person or persons in the sud Carantic Payen Gant or in the Carants before and now ceded to the English Company, except the said Awah Wolau Jah, or the said English Compuny by the means of their President and Conneil of Madras, who, on their part, in conjunction with the said Nawah Wolau Jah, engage likewise not to hold or maintain any correspondence with any person or persons in the Deccan, except the Nawah Ansuph Jub, his Dewan, and the securities whose names are hereants subscribed.

ARTICLE 8.

The Nawah Ansuph Jah, out of his great regard and affection, and from other considerations, having been pleased to grant and confer on the Nawah Wolau Jah, und his eldest son Meyen-ool Moolk Omdet-ool Omrah, several Sunnuds, etc.—

An ultumgah Sunnud for the whole of the Carnatic.

An ultumgah Sunnud for the whole of the pergunnah of Imungundela, with the Gudda of Ghunpoora

As ultumgah Sunnud for the whole of the villages of Cathasera, etc

An ultumgah Sunnud for the killedary of the fort of Colaur.

An ultume it Sunnud for the whole of the district of Sonedaupe, and a fall and ample Sunnud, containing a discharge for all demunds, past, present, and future on account of the Carnatic, etc.

It is hereby agreed that all and every one of these Sunnuds shall be regarded equally hinding with any other Article of the Treaty, and he as duly observed by the Nawah Ausuph Jah as if entered here at full length.

ARTICLE 9

Hyder Naque having for some years past asurped the government of the Monosco country, and given great disturbances to his neighbours by attacking and taking from many of them their possessions, and having so lately invaded and laid waste with fire and sword the possessions of the English Company and the Nawah Wolau Jah in the Caroatic, it is certainly necessary for their peace and for the general beuefit of all the neighbouring powers, that the said Naque should be punished and reduced, so "that be may not bereafter have the power to give any person further trouble. to this end, the Nawah Ausuph Jah hereby declares and makes known to all the world that he regards the said Naque as a rebel and usurper, and as such divests bim of, and revokes from him, all Sunnids, honours, and distinctions conferred by himself or any other Soubah of the Deccao, becase the said Naque has deceived the Nawah Ausuph Jah, broken his agreement, and rendered himself unworthy of all further countenance and favours.

ARTICLE 10

That the English Company may bereafter carry on their trade peaceably on this coast of Coromodel, and also on the coast of Malbar, and that they, with the Nawah Wolau Jah, may hold the Carontre and their other possessions in peace, it appears necessary that the countries of Carnatic Balagaute, helonging to the soubadarry of Viziapore, now or lately possessed by Hyder Naique, should be under the management and protection of those who will do justice and pay obedience to the high commands from Court it is therefore agreed by the Nawab Ansuph Jah that he shall relinquish to the English Company all his night to the Dewanny of the said Carnatic Balagaute, helonging to the souhadarry of Viziapore, and that the Company shall present an uizee, or petition, to the royal presence, to obtain from the Emperor Shih Allum a Birmaun, confirming and approving the said of the District the Nawah Ausum Jah, as Soubah of the D

the Nawah Ausuph Jah, as Soubah of the D the revenue arising from the said country pay him annually, out of the Dewanny coll

possession thereof, the sum of seven lakes of Arcot Rupees, including Durhar charges, height esum ninually paid heretofore, in two equal payments at the space of six months from each other, provided the said Ausuph Jah, Suhah of Deccan, assists the said Company and the Nawah Wolau Jah in punishing Hyder Naique, and neither receives from or sends either valcels or letters to him.

ARTICLE 11

As the English Company do not intend to deprive the Mahrattas of their chout, my more than the Soulah of his peshensh, which used to be paid from this Carnatte Balagaute, helonging to the sonbadarry of Vizapore, now or lately possessed by Hyder Naque, it is hereby agreed, and the Company willingly promise to pay the Mahrattas regularly and annually without trouble for the whole chout, as settled in former times, from the time this said countries shall be under the Company's protection as Dewan, provided, however, that the Mahrattas guarantee to this Company the peaceable possession of this said Dewanny to this end, the Nawab Ausuph Jin promises to use his best endeatours, jointly with the English and the Nawab Wolau Jah, to settle with the Mahrattas concerning the chout of the said countries, how and where it is to be paid, so that there may be no disturbances hereafter on that account between any of the contracting parties or the Mahrattas.

ARTICLE 12,

All the foregoing Articles are su ties, who resolve faithfully to execute and lasting friendship may mutually alliance subsists, what power will are to disturb the possessions of either party? The Linglish Company and the Nawab Wolau Jah will endeavour on all occasions to show their friendship and attachment to the Nawab Ansuph Jah Nizam old Wolk as Souhah of the Deccan, and look on the support of that government as the support of their own, in short, there will be no manner of difference in interest between them.

In witness and confirmation of all the above Articles, and every part of the aforegoing Treity, we shose names are under written have interchangeably subscribed to and scaled three matraments, of the same tenor and date, etc., the President and Council of Lort St. George, on the behalf of the English East India Company, at that place, this 26th day of February, in the year of the Christian era 1765, the Nawah Ausuph Jah, Soubah of the - D 11 the 22nd day of the moon Shevaul in the

Inwab Wolau Jah, for bimself, at Fort ion Shevaul, in the 1181st year of the

Hegira.



(Sd) CHARLES BOURCHIER.

SAMUEL ARDLEY. ..

JOHN CALL. **

GEORGE STRATTON. ,, GEORGE DAWSON.

JAMES BOURCHIER. ..

GEORGE MACKEY.

NB — The names of the contracting parties were transposed in the parts kept by each of them, and each took the precedence by turn,

The above contracting parties, to wit, the President and Council of Fort St George, on behalf of the English East India Company, the great Nawah, high in station, Ausuph Jah, Soubah of the Decenn, and the Nawnb Wolnu Juh, Sonbab of Mahomedpoor, baying duly considered and voluntarily entered into the above Articles, which they have respectively signed and senled in our presence, we, whose names me hereunto subscribed, do solemnly promise and engage, under our bands and seal, that we will guarantee to the said English Company and the Nawab Wolau Jah the due and just observance of the above Treaty on the part of the Nawab Ausuph Jah

I take God to witness, that of my own free will I am security.

The Scal of Ruccun ud Dowlah

I swear by Vencatash and Bad Babadoor that of my own free will and consent I am security.

The Seal of Ram Chunder Ranze

I swear by Sactasba and Bail Bahadoor that I am truly and sincerely security.

The Seal of Beer Eahadoor |

I swear by Vencatash and Bail Bahadoor that of my own free will and consent, I. Dundaveram, Valued to Mahandavarow, Pundit Predane, am security on the part of the said Mahau. Dundaveram davarow.

The Seal of

N B .- The foregoing guarantee agreement was signed and executed by the

guarantees subscribing the same, and annexed to the parts of the Treaty delivered to the Company and the Nawab, and to the part delivered to Assam Ally Khan, the following guarantee or agreement was fixed, viz —

The above contracting parties, to wit, the great Nawab, high in station, Ansuph Jah, Sonhali of the Deccar; the Nawah Wolau Jab, of Mahomed-poor, and the President and Conneil of Port St. George, on behalf of the English East India Company, having duly considered and voluntarily entered into the above Articles, which the said President and Council, of behalf of the said English East India Company, have signed and eviled in my presence, I, the said Nnwab Wolau Jah, whose name is hereunte subscribed, do solemnly promise and engage, under my hand and seal, that I will guivantee to the said Nawah Ausuph Jah the due und just observance of the above Treaty on the part of the said English East India Company.

The Nawab's Scal.

And we, the said President and Conneil of Fort St George, on behalf of the said Luglish East India Company, do solemnly promise and engage, under our hands, that we will guarantee to the said Nawah Ausuph Jah the due and just observance of the above Treaty on the part of the said Nawah Wolau Jah.

(Sd) CHARLES BOURCHIER.

Samuel Ardley.

JOHN CALL.

. GEORGE STRATTON.

" GEORGE DAWSON.

» James Bourchier

" GEORGE MACKEY

Thanslation of a Sunnub, under the Sounan's seal, dated the 22nd of the Moon Shevaul, Hegira 1181, equal to the 12th of March 1768.

Be it known to the decemookees, decein, inhabitants of the Rajamndry, nugger and Siccacole Circus, belonging caud, Hydersbad, that agreeable to the Itemaun of Shah Allum, Padshaw Gauze, to the English Last India Company, and my regard und friendship to them (the said English Last India Company). I have ngain conferred upon

them, by way of enam, for ever and ever, all and several of the above Circurs, whole and entire, together with the foit and yightre of Condapillee, in convequence of a Treaty of friendship and alliance which has litely been concluded between me, the said Company, and Ummeer-col-linide Wolau Jah Bahadoor, and which was exceuted, on the part of the said Company, by the Governor and Conneil of Madras, and on the part of Ummeer-col-Hinde Wolau Jah Bahadoor, by himself, in the aforesaid place of Madras, the 7th of the moon Moorah, Hegra 1181, equal to the 26th of February 1768, and by me, now in the encampment of my retorions army, near Pullere, this 22nd day of the moon Shevaul, Hegra 1181 you therefore, the whole of the said deesmookers, deespondees, mnecuddems, etc., look upon the said English East India Company as your masters, and be in every respect obselent to them, exerting your-cles in the payment to them of the proper revenues of the said Circars at the fixed and stated times

Look upon this as a positive and absolute order, and obey it accordingly.

Dated as above.

On the hack of the Sunnud are the attestations of the Muttasuddees of the offices of Huzoor Mustouphy, and Dewan, and copies thereof have been registered in their books.

Translation of a Sunnub, under the Soudan's seal, dated the 22nd of the moon Shevaul, Hegira 1181, equal to the 15th of March 1768

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obed

the fixed and stated times. And I have therefore deprived him of means, therefore, to pay any at

stop alt correspondence either with him or them.

Look upon this as a positive and strict order.

Dated as above

On the back of the Sunnd the petaton from the Mattasuddees, supposed to be presented, is inserted, and the Mattasuddees of the several offices of Huzoor, Dewan and Mustouphy, have nitested that copies thereof have been registered in their books Translation of a Sunnub, under the Souban's seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768

In these times, agreeable to the high Firmaun of Shah Allum, Padsha Gauze, the Dewanny Rockshignery and Meer Autushy of the Carnatic Payen Gaut and Balagaute countries, from the banks of the river Kistna towards Pulnaur to the boundaries of Bombay (including the Malavar country), together with the whole of the forts, jaghiredars, zemindars, pollygars, killa dars, enamdars, rozeenedars, etc., belonging thereunto, have been conferred, by way of enam ultumgan, whole and entire, without the participation of any one, upon Omdet ool Omrah Meyen ool Moolk Assed ool Dowlah Hussein Ally Khan Bahadoor Zoolphcaur Jung you, therefore, our sons, brothers, officers, and Muttasnddees, of the Nizamship of the Deccan, and Mootecophils of our affurs, both new and old, at present and to come, agreeable to the above Firmaun and this Sunnud, exert yourselves in the strengthening of this business for ever and ever, delivering up the said countries from generation to generation, and esteeming him as exempt and free from all displacing and removal, also acquitted and discharged from the whole of the demands of the Dewanny, etc., give him no trouble or molestation whatever, either for the soubadarry or foundarry peshoush, or any other charges or expenses

Look upon this as an order, and by no means act in anything contrary to what is herein expressed, nor require a new Sunnud every year

Translation of a Sunnub under the Souban's scal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th March 1768

Be it known to the deesmokees, deespondees, husbandmen, and inhabitants of the district of Sundacope, belonging to the soubablely of Vizirpre, that the said district, agreeable to what is desired in the zimir, or back of the Sinnind, has been assigned over us an ultumgah to Siphi ool Moolk. Unwar ood Dowlah Maliomed Unwar hlan Balkadoor Hossen Jung, you will therefore live in true and just obedience to the Amuldar of the said Siphi ool Moolk, and pay the proper revenues at the fixed and stated times.

Look upon this as an order, and act agreeable thereto

TRANSLATION of the ZIMIP, containing a Printion which is supposed to be presented by the Muttasuddies, and to have been signed by the Sounan signifying his convent thereto

The form of the petition runs thus the nakeel of Wolan Jah Ummeer ool

Hinde begs that the district of Sundacope, whole and entire, may be conferred upon Siphi-col-Moo'k Uuwar-ood Dowlah Minhomed Umar Khan Bihadoor Hossein Jung by way of ultimigah, and that a Sunnind for the same may be mide out and signed by Your Highness, respecting this, we want your orders

The Sunnad for the pergunals of Immuguadala (belonging to the Circar of Chumpoon) to Hossen-ool Moulk Hemund ood-Dowlah Mahomed Abdulla Khan Bahadoor Heyabber Jung runs the same as the former Sunnad, excepting the term whole being inserted therein, the date thereof is likewise the same as the other,

TRANSLATION of a SUNNUD, under the scal of the SOURAH, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

Be it known to the dessmookees, deespondees husbandmen, and inhibitants of the pergunnah of Hewalee, Hydenabad, etc, Circi of Mahomednuggar, of the sonbaliship of Hyderabad, that the village of Cutkasers, belonging to the above perguinals, in the manner as is expressed on the bock of this Sunnud, has been assigned over by way of ultumgah to Ummeer-col-Hinde Wolau Jah in order to defray the expenses of his father's tomb, you will therefore lives in perfect and true obedience to the Amuldir of the said Wolau Jah, paying them the proper revenues at the fixed and stated times

Look upon this as an order, and obey it accordingly.

In the z mir at the back of the Sunnad, containing the supposed petition, the village of Cutlasers, etc., is mentioned

Translation of a Discharge, under the Souran's seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1768.

To the high in rank and station, our dear brother Wolau Jah Ummeercol-Hinde From the time that your father Anneverden Khin Baliadoor,
the Martyr, held from the family of Anseepher the soubshiship of the
Carnativ, and the Siccacole, Rujahmundry, etc. Circars (belonging to the
soubshiship of Ferkunde, Booncaud, Hyderabad) to the time of his martyrdom, and from thence, during your time, till the present instant and the date
of this discharge, all accounts and demands of the Circar have been settled
and forgiven, every nee and every eash, and their remains now, under no
pretence whatever, either to myself, my children, or bothers, as well for past,
present, or future, any demands, either upon your children, or heirs, on
account of the soubadarry or foundary pecheush, or the Dewanny Rockshigurry, Meer Autushi, etc., charges, in proof of which I have written this
priers by any of discharge, that it was hereafter appear

Translation of a Sunnub, under the Soubah's seal, dated the 21st of the moon Shevaul, Hegira 1181, equal to the 11th of March 1769.

In these times the killularship of the fort of Chunpoora (belonging to the Circar of that name, and dependent upon the soubabship of Hyderabad), together with the jaghire anuexed thereto, and the troops helonging thereto exempt from all chout, agreeable to what is mentioned in the zimir or back of this Sunnud, has been given and conferred by way of ultimizing the Nusseer ool Moolk Intzaio-ood Dowlih Mahomed Sullubut Khan Babadoor Nusseer Jung, that be the said Nusseer ool-Moolk may not deviate in the least in the proper care and attention thereto, either in the furnishing or charging of provisions, or regulating the troops, according to the established custom, you, threefore, the zemindars ond desensockee, esteeming the said Nusseer col-Moolk as invested with absolute powers in the killadarship, pay him the proper revunies at the fixed ood stated times, and look upon him as entitled to the usual perquisites ood advantages of the said fort

Esteem this as an order, and obey it accordingly.

On the back of the Sannud is the petition reciting the contents of the Sannud

The Sunnod of the killed riskup of the fort of Colur (belonging to the soubabship of Vizinpore) to Muddam ool-Moolk Roshun-ood Dowlah Hauphiz Mahomed Munnowur Khau Bahadoor Bahadoor Jung, runs the same as that for the fort of Chunpoora (excepting that the whole of the jaghire is meotioned in this, the date is also the same as the other.

The whole of the Sunmids are endorsed by the Muttisuddees of the Downing Mustouphy and Huzoor offices, and copies of all have been registered in their hooks.

No LXXXI.

TREATY of ALLIANCE with BAZALU1 JUNG, 1779

Illiads of a Treaty of Friladship and Alliance between the Namab Americol Omenic Shujah ool Moole Bahapoor, and the Governor and Select Committee of Tori St. George, in behalf of the Laglish East India Compan-1779

APTICLE 1.

The Fuglish Company agree to rent from the Naunb Shujah ool-Moolk Baha hor the Circar of Moortizanugger, commonly called Guntoor, char of sel undy, for whatever he now annually receives from it, as will appear by the accounts of collections of the Aumil now residing there

APTICLE 2

We, the English Company, shall always have at heart the good and prosperity of the Nawab Shujah ool Moolk. He shall dismiss from his service the French soldiers now with him. We will send bim what troops he may want (the quota to be settled hereafter), who will remain with bim constantly and obey his instruction. They are, bowerer, only to be employed within the districts belonging to him, or for the defence of his country in ease of an troops are on no account to be carried.

mindars dependent upon bim If his

oning to visit his brother, the Navah Nizam ood-Dowlah Babadoor, their troops shall attend him and be niways with him

ARTICLE 3

The expenses of their troops shall be regulated by the Company's custom, and the accounts having been signed by the Navab shall be paid monthly from the rent of the Guntoor Grear. The remainler of the rent shall be regularly remitted in soucar bills to the Navab. In case of any improper behaviour or disrespect shown by the commanding officer or any other European officer of our troops, upon representation being made to us by the Nawab, we shall remove subo officer and appoint another in his room.

ARTICLE 4

If the Nawah Shujah ool Moolk's territories be invaded by an enemy, we shall, besides the troops that are stationed with him, send such a sufficient force as we can space to his assistance. The ordinary and extraordinary expenses of such troops, whatever they may amount to, shall be paid agree able to the Company's established cutoms by the Nawab, who will sign the accounts. If any disputes arise between our soldiers and sepoys and the ryots and the servants of the Nawab, pumshment shall be inflicted by our officers on our men, agreeable to the English laws and customs. The English officers and their people shall not interfere with the servants and ryots of the Nawab, and shall not protect or courtenance them in any shape. In case of any dispute, where the Nawab's people appear to be in the wrong, they shall be delivered up to him for pumishment.

ARTICLE 5

The eustomary allowances of the zemindars of the Guntoor Circar, amounting annually to five thousand Pagodas, shall continue as before. The fort and jugline villages of Coudavir shall remmu under the management of the servants of the Nawab, but a garnson of English troops, as may be deemed necessary for the defence of the fort, shall be stationed with the Illibrar.

ARTICLE 6

If the Company shall demand a body of horse from the Nawah, he shall let them have a number according to his whilties, and the said cavalry shall be returned to him, and their expenses paid, as soon as the service for which they shall he required is finished.

These Articles we promise in general to fulfil on our part, until a more full and explicit Treaty can be drawn out, which shall be drawn out as soon as possible

Witness our hands and the seal of the Company, sn Fort St. George, the 27th day of April 1779.

SUNNUD FROM BAZALUT JUNG.

Ameer ool Omrah Shujah ool Mooll, Amud ood Dowlab Meer Mahomed Seraf hisan Bahadoor, Bazalut Jong the devoted servant of his glorious majesty, Shah Allom Bahadoor

To all deesmookees, zemindars, deespondees, and tenants of the Circar of Moortisanugger, commonly called Guntoor, be it written.

The aforesaid Circar has at this time been given to the glory of merchants, the English Company, at a certain sent, commencing from the beginning of the year of Phaseley 1188.

You are therefore to give your attendance on the Naibs of the aforesad . Company, and punctually pay to them the just revenue due to the Crear (Government). After this a fresh Sunaud, setting forth the rent which is fixed upon, shall be granted, and you are to act agreeable thereto. Let this be punctually observed.

Dated 12th Mohrem, in the 1193rd year of the Heavra.

No LXXXII.

Translation of the Nizam's order to Seyf Jung for the surrender of the Guntoor Chroar to the Company, delivered to Captain Kennaway, the Resident, at the Nizam's Darbar, the 18th September 1788.

At this time Captain Kennaway, being come to the presence on the part

of Lord Cornwallis, and having made a demand of the Guntoor, is charged with the settlement of affairs between His Highness and the English Company, you are therefore, immediately on receipt of this order, to deliver up the Circar in question to the servants of the Company without opposition, and with your jumma wausil hankee account, your own effects, and whatever is with you belonging to government, repair to the presence.

A true translation of what was delivered to Captain Kennaway as a copy of the sealed order s-ut to him for Seyf Jung.

(Sd) N. B. Edudistone, Assistant to the Department.

No. LXXXIII.

COPY of a LETTER from EARL CORNWALLIS to the NIZAM, deemed equal to a Treaty, written 7th July 1789.

Nour Highnest's letter, containing strong expressions of friendship, was pressible satisfaction. I have perfectly understood all the uniters entrasted to the verbal communication of Meer Abdool Cassim, and the sincere and friendly sentiments which I have discovered Your Highness to be impressed with towards me have induced me to show the confidence I place in Your Highness to declaration, by candid and explicit conversations with Meer Aldool Cassim on subjects of the highest importance; and as they all of them have tendency to strengthen and increase our friendship, I shall communicate without reverte to Your Highness what has occurred to me relative to them.

It was with no small concern I found nn my arrival, in charge of the control of all the Company's affairs, that one of the erentual and most essential points of the Treaty of friendship and alliance made in 1768, between hour Highness and the Company, remained unexcented on both sides, it's, the surrender of the Guntoor Circar to the Company, and the regular descarge of Your Highness's demand for the pechensh from the Company, Anxioux, notwithstanding, that hy urging the dos performance of this Article, I should not intrude on Your Highness while engaged in pursuits of importance, I postponed all negociations on the subject until I was convinced that Your Highness, uninterrupted by war, had full lessure to consider the property of the performance of this Article of the Treaty; and until you might have had sufficient opportunity to put implicit confidence in my assurances for the punctual discharge of the pesheum I for the Northern Circars.

I then deputed Captain Kennaway to Your Highness's Conet, with instructions to make the demand of the Guntoor Circar by virtue of the Treaty of 1763, to assure Your Highness of my firm untention to discharge the balances, upon fair statement, due to Your Highness on account of the pesheush; and to impress you with the sincerity of my intentions for its regular payment hereafter.

I have already expressed my satisfaction at Yoor Highness's immediate compliance to deliver up the Guntoor Circuit to the Compuny, and have a sureth Your Highness of my firm intention to persevere in a strict system of fath woof of the succept, of Your Highman a desire to testify to Your

esentiments, entered into a full discursion of every Article with Meer Abdool Cassim, in order that such parts of it as are undefined and bear an obscure and doubtful meaning, may be explained as shall preclude every necessity of future discussion, remove all grounds of misunderstanding, and give stability and permanency to that freedship which now subsists between us.

In adopting this role of conduct, I do no more than falfil the intention of the King of England and the British nation, who, by the system lately established for the Government of this country, had in view the important end of giving efficient to the ensisting Treaties between the English and the powers of Hindostan, and of secaring a due performance thereof in future. This communication, I am persuaded, will fully sausify Your Hindhiess of the propriety of my declining the proposal of Meer Abdool Cassin for entering into a new peaking the proposal of the the fauth of the English aution pledged for the

In proof of the sincerity of my intentions that the Treaty should be carried into full effect, I agree that, in the sixth Article of the Treaty, the words "whenever the situation of affairs will allow such a body of troops to march into the Deccan," shall be understood to mean, that the force en aged for by this Article, viz, two hattalions of sepoys and six pieces of capnon, manned by Europeans, shall be granted whenever Your Hi hiess shall apply for it, making only one exception, that it is not to be employed against any power in alliance with the Company, res., Pundit Pirdhun Peishwa, Ragojee Bhoosla, Madagee Sindia, and the other Mahratta Chiefs, the Nawab of Arcot and Nawab Vizier, Rajahs of Tinjore and Travaneure. That the hattalions at present not defined in number shall not consist of less than eight hundred men each That the six field pieces shall be manued with the number of Europeans which is usual to time of war. That the expense to be charged to Your Highness shall be no more than the exact sum which it costs the Company to maintain a body of that force when employed on service in the field, and that this expense he as per senare expense he as per separa"

two months, or sooner if shall be charged with th territories until it quits. tion of one month, at the average calculation of the whole amount, in order to defray the charges the Company must necessarily mean to put such a force in state fit for service

I have so fully discussed the Articles of the Treaty that relate to the Nawah of Arcot and the Cainnin, on the representation of Meer Ablool Casum, that a mere reference to the Articles themselves will inform Your Highness of the full force of my arguments and although the long ensuing friendship between the Nawab and the Compuny might be urged as further ground for declining the proposal of Meer Abdool Cassim, his right to the lossession of the Carnatio Payen Gaut is fully established and admitted by the seventh and eighth Articles and papers appertaining to them, there can therefore he no necessity for troubling Your Highness with other reasons

In regard to the Articles relative to the Dewanny of the Carnatic Ballagaute, Lour Highness must be well convinced that circumstances have totally prevented the execution of these Articles, and the Company are in the full enjoyment of peace with all the world, but should it hereafter happen that the Company should obtain possession of the country mentioned in these Articles, with Your Highness's assistance, they will strictly perform the stipu lations in favour of Your Highness and the Mahrattas Your Highness must be well assured that while Treaties of peace and friendship exist with any Chief, negotiations that tend to deprive that Chief of any part of his possessions, unprovoked on his part, must naturally create suspicions in his mind unfavourable to the reputation of Your Highness and to the character of the Company, since the only grounds on which such negotiations could be carried on rest on a Treaty existing upwards of twenty years, the execution of which is yet unclaimed, and since no provocation has hitherto been made to justify a breach in the present peaceable and amicable understanding between each other.

As I am at all times desirous that such circomistances as carry with them impediment and hinderance to gool order and government, without hearing the smallest advantage to either side, should be so changed as to produce the good effects expected from Treaties, and as the affairs of both parties might suffer great it jury from being excluded from corresponding with the other jowers of the Deccan, I agree that in future either party, without a breach of Treaty, shall be at hierty to receive or send as the else to correspond with any powers in the Deccan, in such manner as may be expedient for the benefit of their own affairs, under the condution that the object of such intercourse or correspondence be not hostile to either of the governments

I have in many instances, as well through Captain Kennaway as to Meer Abdool Cassim, and in the first part in this letter, declared my firm intention to execute the Treaty of 1768, and to live in perpetual aimty and friendship with Your Highness, and Your Highness will be convinced, from the explanations I have given to those Articles in the Treaty of ambiguous and obscure meaning, that I am carnestly desirons of the adjustment of every matter on grounds four and hieral. But it is necessary, in consideration of the subjects of conversation with View Abdool Cassim, that I should point out to Your High-

ness that unless just cause should be given for entering into new Treaties, the laws of my country, the injunctions of the Ling and Company of England

with a view to a more perfect execution of it. On this account I have not judged proper to comply with such requests as have been made by Meer Abdol Ca sim that in any shape tend to after the spirit of that Treaty. A further argument to impress low Highnes with the propriety of this defermination is the sanction and support of His Majesty and the Company of England of those measures that coincide with their instructions. I have mentioned this circumstance merely to assure lone Highness of the strength of my assertions and the value of my engagements in regard to the Guntoor Circar and the other Articles of the Treaty, and I trust that this clear explanation of the multiplows. Articles of the Treaty will render it effectual, and will afford lour Highness a convincing proof of the Company's determination to adhere to the faith of it.

Although I have not rerred to enter into a new Treaty with Your Highness through Meer Abdool Cassim, for the reasons above assigned, yet Your Highness, in consideration of the authority ve ted in me by the King and Parliament of Lugland, will consider my letter, though merely purporting a clear explanation of the several Articles in the Treaty of 1768, strong and efficient upon the English Government in India, equally so as a Treaty in due form could be, since the Members of the Council have given their cheerful nequiescence to its contents

For further particulars of my entiments I beg leave to refer Your Highness to Meer Abdool Cassum, whom I have considered during this negociation as faithfully uttached to Your Highness fully acquainted with Your Highness's interests, and your most confidential servant, empowered to eithe any agreement for the mutual benefit of the two governments. I have accordingly communicated to him without reserve all that has occurred to me on the subject of it eleculation of the Treaty of 1768, in the same manner as if Your Highness were present, nevertheless, as Your Highness's concurrence and approbation are necessary to give a final sanction to the Articles di cassed, I have thought proper to mention them in this letter. For the rest, Your Highness may have the most assured confidence, that I will most faithfully abode by all the engrgements I have entered into on the part of the Company

Extract from the Journals of the House of Commons 15th Martin, 1792

Resolved, that it appears that Earl Cornwalla's letter, dated the 7th July 17-9, to the Nizam, was meant to have, and Las had, the full force of a Treaty executed in due form

No. LXXXIV.

TREATY with the NIZAM-1790.

TREATY OF OFFENSIVE AND DEFENSIVE ALLIANCE between the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY, the NAWAR AUSUFH JAH BAHADOOR, SOUBADAR OF THE PRUDHAT PRUDHAN BAHADOOR AGAINST FULTI ALI KHAN, KNOWN by the denomination of TIFFOO SULTAN, settled by CAPTAIN JOHN KENNAWAY on the part of the said HONOURABLE COMPANY, with the said NAWAR AUSUPH JAH, by virtue of the powers delegated to him by the RIGHT HONOURABLE CHARLES EABL CORNWALLIS, KO, GOVERNE-GENERAL IN COUNCIL, appointed by the HONOURABLE COMPANY to direct and control all their affairs in the East Indies

ARTICLE 1.

The friendship subsisting between the three States agreeable to former Treaties shill be increased by this, and between the Honourable Company and His Highness the Nizam, the three former Treaties concluded with the late Salabut Jung, through Colonel Ford, in the year 1759, with the Nizam through General Callaud in the year 1769, and the Pectry of 1763 with the Madras Government, together with Lord Cornwallis's letter of the 7th July 1789, which is equivalent to a fourth Treaty, remain in full force, except such Articles of them as may by the present Treaty be otherwise agreed to, and perpetual friendship shall subsist between both parties and their heirs and successors agreeably thereto

ARTICLE 2

Tippoo Sultun, having engagements with the three contracting powers, has notwithstanding acted with infidelity to them all, for which reason they have united in I league, that to the atmost of their power they may punish into and deprive him of the means of disturbing the general tranquility in future

APTICLE 3

This in dertaking being reclived on, it is agreed that on Captain Kennaway's annunciation to the Nawab Ansuph Jah of the actual com-

Part II

mencement of hostilities between the Hannarable Company's force and the said Tippoo, and on Mr Malet's anunancing the same to Pundit Prudhan, the forces of the said Nawah Ausnph Jah and Pundit Prudhan, in number not less than 25,000, but as many more and as much greater an equipment as may he, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible before and during the rains, and after that season the said Nawah and Pundit Prudhan will seriously and rigorously prosecute the war with a potent army, well appointed and equipped with the requisite warlike apparatus

ARTICLE 4

If the Right Honourable the Governor General should require a hody of cavalry to join the English forces, the Nawah Ansuph Jah and Pundit Prudhan shall furnish to the number of 10,000 to march in one month from the time

cavalry to he defrayed monthly by the Honourable Company at the rate and on the conditions hereafter to be settled

ARTICLE 5.

If in the prosecution of the war by the three allies, the enems should gain a superiority over either, the others shall to the utmost of their powers exert themselves to relieve the said party and distress the enemy

ARTICLE 6

The three contracting powers having agreed to enter into the present war, should their arms he crowned with success in the joint prosecution of it, an equal division shall be made of the acquisition of territory, forts and what ever Circar or government may become possessed of from the time of each party commencing hostilities, but should the Hononiable Company's forces make any acquisitions of territory from the enemy pievious to the commence ment of hostilities by the other parties, those parties shall not be entitled to any share thereof In the general partition of territory, forts, etc., due attention shall he paid to the wishes and convenience of the parties relatively to their respective frontiers.

ARTICLE 7

The under-written polygars and zemindars, being dependent on the Nawab Ausuph Jah and Pundit Prudhan, it is agreed that on their territories, forts, etc , falling into the hands of any of the allies, they shall be re established therein, and the nuzzurana that shall be fixed on that occasion shall be equally divided amongst the allies But in future the Nawah Ausuph Jah and Pundit Prudhan shall collect from them the usual peshcush and Lundnee which have been heretofore annually collected, and should the said polygars

vards the Nawab or Pundit Prudhan, or of their peshcush and kundnee, the said in he at liberty to treat them as may be

judged proper The Chief of Shanoor is to be subject to service with both the Nawab and Pundt Prudi an, and should he fail in the usual conditions thereof, the Nawab and Pundt Prudian will act as they think proper.

List of the Polygars and Zemindars

Chittledroog
Annugoondy
Henpouelly
I illares
Roydroog
Heychungoondeh

Cunnagheery Kitteer Hanneer The district of Abdul Hakeem Khan, the Chief of Shaneer

ARTICLE 8

To preserve as far as possible consistency and concert in the conduct of this important undertaking, a vaked from each party shall be permitted to reside in the nrmy of the others, for the purpos of communicating to each other their respective views and circumstances, and the representations of the contracting parties to each other shall be duly nitended to consistent with circumstances and the st pulations of this Treaty

ARTICLE 9

After this Treaty is signed and scaled, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of any person or persons wil attere, or on any other pretence, and in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections, nor shall either of the parties enter into any separate negotiations with Tippoo, but on the receipt of any advance or message from him by either party, it shall be communicated to the others

ARTICLE 10

If after the conclusion of peace with Tippeo he should attack or molest either of the contracting parties, ille others shall join to punish him, the mode and conditions of effecting which shall be I creafter settled by the contracting powers

ARTICLE 11

This Treaty, consisting of eleven Articles, being this day settled and concluded by Captain John kennaway with His Highness the Nawab, Captain Kennaway has delivered to His Highness the Nawab one copy of the

same in English and Persian, signed and scaled by himself; and the Nawab has delivered to Captain Kennaway another copy in Persian, executed by himself, and Captain Kennaway has engaged to procure and deliver to the Nawab in sixty-five days a ratified copy from the Governor-General, on the delivery of which the Treaty executed by Captain Kennaway shall be returned.

, Signed, realed, and exchanged at Paungul, on the 20th of Shawani, 1204 Hegira, or 4th of July 1790 E S.

Ratified by the Governor-General in Council, the 29th day of July 1790.

Honourable Company a Seal (Sd) CORYWALLIS.

CHARLES STUART

.. PETER SPEKE.

.. E. HAY.

Secretary to Government.

Separate Agreement with the Nizam-1790.

ARTICLES OF AGREEMENT between HIS HIGHNESS the NIZAM and the EAST INDIA COMPANY for sending the battalions on their march from Bengal-1790.

ARTICLE 1.

From four to six battahons of the Bengal detachment shall be seat to His Highness the Nizam, under the command of an experienced officer, together with a complement of guns, manned by Europeans, the whole equipped in the established manner (under the conditions agreed upon for sending the original two battahous), for the precise monthly charge which they stand the Company in, as it shall be stated by the Governor-General, Lord Cornwallis. The orders of His Highness, either for their operations in the field or for cornwall and the state of the field of the commanding the

ARTICLE 2

The pay of the said detachment shall be charged to His Highness from the period of its arrival at Vagtour, or of its junction with His Highness's army

ARTICLE 3

The pay of the said detachment shall be defrayed from the receipts from Thppoos country, that 18, what accrues from the present war but if delay should occur in those expected receipts the Company shall pay the expenses out of the peshcush that will be payable for the Fussully year 1200, and take credit for the amount. Whatever may fall short, after taking credit for the pay of the detachment, shall be made up in ready money by His Highness

ARTICLE 4

. Whenever a letter from Lord Cornwallis requiring the dismission of the said detachment shall arrive, provided it is at leisure from service, and a so whenever His Highness shall think proper to dismiss them, there shall be no besitation on either side

ARTICLE 5

Whatever plunder shall fall into the hands of the said detachment shall be given up to His Highness, excepting only any considerable open or con cerled treasure which agreeable to the second Article of the Treaty, is to be divided amongst the three confederates

ARTICLE 6

A proper bo³ f i i trusty Officers, agreeable to the

experienced and th the battalions,

FORM of CAPTAIN JOHN KENNAWAY'S signature

An agreement, in regard to sending for the Bengal detachment, settled agreeable to the above Articles, which I shall transmit to Lord Cornwallis, and request a speedy answer

(Sd) JOHN KENNAWAY

A true translation

(Sd) N. B EDMONSTONE.

A.B -The Airam's aignature is affixed to every Article

No. LXXXV.

TREATY with the NIZAM, with two separate Articles-1798. enlarged perpetual Subsidiary Treaty between the An HONOURARLE UNITED ENGLISH EAST INDIA COMPANY and HIS HIGHNESS THE NAWAR NIZAM-OOL-MOOLK AUSUPH JAH BAHADOOR, SOUBADAR of the DECCAN, his children, heirs, and successors, settled by CAPTAIN JAMES ACRILLES KIRKPATRICK, by virtue of the powers delegated to him by the RIGHT HONOURARLE RICHARD, EARL of MORNING-TON. KNIGHT of the MOST HONOURABLE ORDER of ST. PATRICK, ORE Of HIS BRITANNIC MAJESTY'S MOST HONOUR-ABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the Honourable Court of Directors of the

Whereas His Highness Nizam-ool-Mooll Ausuph Jah Bahadoor has, from the greatness of existing friendship, expressed a desire for an increase of the detachment of the Honourable Company's troops at present serving His Highness, the Hight Honourable Earl of Mornington, Governor-General, has taken the proposals to that effect into his most serious consideration, and the present juncture of affairs, and the recent hostile conduct and evil designs of Tippoo Sultan, as fully evinced by his sending ambassadors to the Isle of ive and defensive, with Trance, by hi the French by actually receiving a

trol all their affairs in the East Indies.

said Honograble East India Company to direct and con-

· rediate pay, rendering it body of Fret indispensably necessary that effectual measures for the mutual defence of their respective possessions should be immediately taken by the three allied Powers, united in a defensive league against the aforesaid Tippoo Sultan, the aforesaid Governor General in consequence empowered Captain James Achilles Kirkpatrick, Acting Resident at the Court of His Highness the Nizam, to enter, in behalf of the Honourable United English East India Company, into

His ow. atv

ARTICLE 1.

Such parts of the letter from Eurl Cornwallis to His Highness the

Nizam, dated the 7th July 1789, and which has always been considered in the light of a Treaty, as relate to the stationin- of troops with His Highness, are to be considered as in full force, that is, the services of the new permanent subsidiary force are to be regulated precisely by the same restrictive clauses that operation the present detachment, nuless the Pesshwa shall here after consent to any alterations in those conditions, and His Highness likewise approve of the same.

ARTICLE 2.

Agreeably to the practice in the Company's service, the new subsidiary force shall be subject to relief, either partial or entire, as often and in such manner as the Company's government may require, provided, withal, that no diminution takes place by such means in the stipulated number to be stationed with His Highess

ARTICLE 3

The proposed reinforcement of subsidiary troops shall be in the pay of this State from the day of their crossing the boundaries Satisfactory and effectual provision shall be made for the regular payment of this force, which including the present detachment is to amount to six thousand serovs with firelocks, with a due proportion of field pieces, manned by Europeans, and at the monthly rate of Rupees 2,01,425. The yearly amount of sul sidy for the nforesaid force of six thousand men, with guns, artillerymen, and other necessary appurtenances, is Rupees 24,17,100 The said sum shall be completely discharged in the course of the year, by four equal instalments, that is, at the expiration of every three English months, the sum of Rupees 6,04,275 in silver, of full currency, shall be issued without hesitation, from His Highness's treasury and should the aforesaid instalments happen to fall at any tims the least in arrears, such arrears shall be deducted, notwithstanding objections thereto, from the current List of peshcush payable to His Highness on account of the Northern Circurs Should it at any time so happen, moreover, that delay were to see are the ce a of the a the stated periods, in

certain districts in adequate to the dis

ARTICLE 4

The dates on grain and all articles of concumption, as well as on all necessaries whatever, for the nee of the new sub-dary force, shall be communical agreeably to the practice that obtained with the former detachment. A place hiewise stall be fixed on as the bead-quarters of the said force, where it shall always remain, except when services of importance are required to be performed, and whenever either the whole or part of the said force is to be employed in the 1 cases of the State, and officers of it.

manner suitable to the greatness and mgmity of both States

Part II

ARTICLE 5.

The said subsidiary force will at all times be ready to execute services of importance, such as the protection of the person of His Highness, his beirs and successors, from race to race, and overawing and chastising all rebels or exciters of disturbance in the diminious of this State, but it is not to be employed on trifling occasions, nor, likn Sebundy, to be etationed in the country to collect the revenues thereof

ARTICLE 6

Immediately upon the arrival of the subsidiary force at Hyderabad, the whole of the others and servants of the French party are to be dismissed and the troops composing it dispersed and disorganized, that no trace of the former establishment shall remain And His Highness hereby engages for himself his heirs and successors, that no Frenchman whatever shall ever hereafter be entertained in his on a service, or in that of any of his Chiefs or dependants, nor be enflered to remain in any part of His Highness's dominions, nor shall any Europeans whatever he admitted into the service of this State, nor be permitted to remain within its territories without the knowledge and consent of the Company's Government.

ARTICLE 7.

The whole of the French and sepoy deserters from the Company's service that may be in the French or any other party of troops belonging to this State, are to be seized and delivered up to the British Resident, and no persons of the above description are to be allowed refuge in future in His Highness

manner be seized and delivered up without delay

ARTICLE 8

U Unko 41 N m f m Wh

foresight missing '

troops co ing a perpetual standing force of the Honontable Company's in their room, subject to the limitations and restrictions prescribed by Earl Cornwallis's letter to His Highness the Nizam, mentioned in the first Article, it is therefore agreed with a view to the mutual benefit of His Highness and the Peishwa and the happiness of their respective subjects, that the Company's government will use their hest endervours to have inserted with the consent and approbation of both, in the new Treaty in contemplation between the three Allied Powers, such a classe as shall set each at ease with regard to the other Should the Peishwa, however, not accede to a proposal so highly advantageous and profitable to both governments, and differences bereafter

arise between the two States, namely, that of the Nawab Ausupb Jah Babadoor and of Rao Pundit Prudban, in such case the English Government here-

son against the Circar of rato rundit rigulating, and in the event of such differences of white and street of them the English Government, b and justice, may determine upon shall, with full approbation and acquiescence.

ARTICLE 9

All former Treaties between the English and the government of the Navab Ausuph Jab and the Peishwa remain in full force. Should bereafter the Rao Pundit Prodhan express a desire to enter into subsidiary engagements, similar to the present with the Company, the Nawab Ausuph Jab will most readily give his concurrence.

ARTICLE 10.

This enlarged subsidiary Treaty, consisting of ten Articles, being this detected by Captain Kirkpatrick with the Nawah Ausuph Jab Babadoor, Captain Kirkpatrick has delivered one copy hereof, in English and Persian, signed and sealed by binself, to the Nawab, who, on his part, bas also delivered to Captain Kirkpatrick one copy of the same, duly executed by himself, and Captain Kirkpatrick bereby engages to procure and deliver to His Highness, in the space of fifty days, a ratified copy from the Governor-teneral, in every respect the counterpart of the one executed by himself, and on the delivery of such copy, which will then have become a full and complete instrument, the Treaty executed by Captain Kirkpatrick shall be returned. In the meanwhile no time shall be lost in writing for the advance of the proposed reinforcement.

Signed, sealed, and executed at Hyderabad the 1st September Anno Domins 1798, or 19th Rubby-ul-Awul, Anno Hegira 1213.

(Sd.) J. A. KIREPATRICK,

Acting Resident.

SEPARATE ARTICLES opportaining to the TREATA with the NIZAM.

SEPARATE ARTICLE appertaining to the PERPETUAL SUBSIDIARY
TREATY concluded between the Honourable English East
India Company and His Highness the Nawab Ausurh
Jab Bahadoor on the 1st of September Anno Domini 1798,
or 19th Rubby-ul-Awul, Anno Hegiree 1213.

Whereas, in conformity to a wish expressed by His Highness the Nizam

the stipulation in the sixth Article of the subsidiary Treaty, respecting the delivering up of the French, is nerced to be made a separate one, His Highness hereby engages that after the arrival of the Company's troops at Hyderabad, the whole of the French officers and soldiers in his service shall be apprehended, in such way as Captain Kirkpatrick may point out, and be delivered up to him, or for a time be kept in confinement, in a liabitation belonging to this Circar, but in the custody of the Company's troops, and upon the reorganization of the party lately under the command of the aforesaid French officers and soldiers, shall, within the space of two mouths, he delivered up to the British Resident Strict orders shall, moreover, be given to all talookdars on the frontiers, and to those in charge of all fords and passes, to seize any Europeans whatever attempting to pass their respective stations, and send them immediately, with all due precautions, prisocers to Hyderabad, where they shall instantly be delivered up to the British Resident. On the above condition it is bereby nareed that the Frenchmen thus delivered up shall not be considered as common prisoners of war, nor be in any respect maltreated They shall be conveyed at the Company's expense and with as little restraint as possible to England, and from thence he sent by the first favourable opportunity to France, without being detained for a cartel or exchange of prisoners

Signed, sealed, and exchanged at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Hegira 1213

(Sd.) J. A. KIRKPATRICK,
Acting Resident

SEPARATE ARTICLE appertaining to the Perpetual Subsidiary Treaty concluded between the Honourable English Last India Company and His Highness the Nawab Ausuph Jan Bahadoor, on the 1st September Anno Domini 1798, or 19th Rubby-ul-Awul, Anno Heghte 1213

No correspondence on affairs of importance shall in future on any account be carried on with the Circar of Rao Pandit Prudhan, or with any of his dependants, either by the Nawah Assuph Jah Bahadoor or by the Honouralbe Company's government, without the mutual tracting parties, and whatever transactions,

may in future take place with the aforesaid I

dants, a reciprocal communication of the same shall be made to the other contracting party without delay and without reserve

Signed, sealed, and exchanged at Hyderabad the 1st September Anno Domini 1798, or 19th Rubby ul-Avul, Anno Hegira 1213

No LXXXVI.

Partition Treaty of Mysore-1799.

TREATY for strengthening the ALLIANCE and FRIENDSHIP subsisting between the English East India Company Bahadoor. HIS HIGHNESS the NAWAB NIZAM-OOD-DOWLAH AUSUFH JAH BAHADOOR, and the Peishwa, Rao Pundit Prudhan Baha-Door and for effecting a settlement of the dominions of the late TIPPOO SULTAN.

Whereas the deceased Tappoo Sultan, unprovoked by any act of aggression on the part of the allies, entered into an offensive and defensive alliance with the French, and admitted a French force into his army for the purpose of commencing war against the Honourable English Company Bahadoor and its allies, Nizam-ood-Dowlin Ausuph Jah Bahadoor, and the Peishwa Rao Pundit Prudhan Bahadoor, and the said Tippoo Sultan having attempted to evade the just demands of satisfaction and security made by the Honourable English Com-| any and it

the said Su Company Bahadoor v servation c from the Almighty (English Company Bahadoor and His Highness Nizam ood Dowlah Ausuph Jah Bahadoor, with a continual course of victory and success, and finally to crown their arms by the reduction of the capital of Mysore, the fall of Tippoo Sultan, the utter extinction of his power, and the unconditional submission of his people, And whereas the said allies, being disposed to exercise the rights of conquest with the same moderation and forbearance which they have observed

from the commencement to the conclusion of the late successful war, have resolved to a co the morne what the mlanced Alm when End to mlone a the ebased

of the themse respect

Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Clove, on the part and in the name of the Right Honourable Richard, Earl of Mornington, K.P., Governor General for all affairs, civil and military, of the British nation in India; and by the Nawah Meer Allum Bahadoor on the part and in the name of His Highness the Nawab Nizam-ood-Dowlah Ansuph Jah Bahadoor, according to the undermentioned Articles, which by the blessing of God shall be hinding upon the heirs and successors of the contracting parties as long as the sun and moon shall endure, and of which the conditione shall be reciprocally observed by the said contracting parties.

ARTICLE 1.

It being reasonable and just that the allies by this Treaty should accomplish the original objects of the war (etc., a due indemnification for the expenses incurred in their own defence, and effectual security for their respecto an an are and not that the and are the eir enemical, it is stipulated hedule A hereunto annexed ng from the territory of the of the English East India

situated between the ghants on either coast, and all forte situated near to and commanding the said passes, shall he subjected to the authority, and be for ever incorporated with the dominions of the English East Iodia Company Bahadoor, the said Company Bahadoor engaging to provide effectually, out of the revenues of the said districts, for the snitable maintenance of the whole of the families of the late Hyder Alı Khan and of the late Tippoo Sultan, and to apply to this purpose, with the reservation hereinafter stated, and an sunnal sum of not less than two lakhs of Star Pagodis, making the Company's share as

follows -Canteral Pagodas.

Estimated value of districts commerated in the Schedule A according to the statement of Tippoo Sultan in 1792. Deduct provision for the families of Hyder Ali Khan and of Tippoo 7,77,170 Sultan, two lakhs of Star Pagodas, in Cantern Pagodas . 2 40 000 Remains to the East India Company 5 37,170

ARTICLE 2.	
For '	ecified ad for
ever unite	h Jah n the
revenues of the and district for the a	m for this purpose
a personal jagh	to the annual sum
of Rupees 2,10,000 or of 70,000 Cantern P exclusive of a jagbire which the said Nawab be said Meer Kummer-ood-deen Khan for the year	us also agreed to assign to the

2 10,000 or

tionate number of troops to be employed in the service of His said Highness, making the share of His Highness as follows —

Canterai Papodas

Estimated value of the territory specified in the Schedule B according to the statement of Thypon Sultan in 1792

Deduct personal jughire to Meer Kummer ood deen Khan Rupees

70 000

Remains to the Nawab Nizam ood Dowlah Ausuph Jah Bahadoor

5 37 332

ARTICLE 3

It heing further expedient, for the preservation of peace and tranquillity and for the general security of the foundations now established by the con-

and land.

lying to the westward of the main island, and bounded on the west by a nullah celled the Myeore Nullah, which falls into the Cauvery near Chenagal Ghaut) shall become part of the dominions of the said Company, in fu'l right and acvereignty for ever

ARTICLE 4

A separate government shall be established in Mysore, and for this purpose it is singulated and agreed that the Maharajah Mysore Kishan Rajah Oodiaver Bahadoor, a descendant of the ancient Rajahs of Mysore, shall possess the territory hereinafter described upon the conditions beieinafter mentioned

ARTICLE 5

The contracting powers mutually and severally agree that the districts specified in Sched de C hereunto annexed, shall be ceded to the said Moharajah Mysore Kishna Rajah, and shall form the separate government of Mysore, upon the conditions heremafter mentioned

ARTICLE 6

The English East India Company Bahadoor shall has thistert to make such deductions from time to time from the sums allotted by the first Article of the present Treaty for the maintenance of the families of Hyder Ali Khan and Tippoo Sultan, as may be proper, in consequence of the decease of any member of the said families, and in the event of any hostic strempt, on the part of the said family or of any member of it, against the authority of the contracting parties, or against the peace of their respective dominons or the territories of the Right of Mysore, then the said English East India Company Babadoor shall be at helety to limit or suppend entirely the partment of the

whole or any part of the stipend hereinbefore stipulated to be applied to the maintenance and support of the said families

ARTICLE 7.

His Highness the Peishwi Rao Pundit Prudhan Bahadoor shall be invited to accede to the present Treaty, and although the said Peishwa Rao Pundit Prudhan Bahadoor has neither participated in the expense or danger of the late war, and therefore is not entitled to share any part of the acquisitions made by the contracting parties (namely, the English East India Company Bahadoor and his Highness the Nawab Nizam-ood Dowlah Ausuph Jah Bahadoor), yet, for the maintenance of the relations of friendship and alliance between the said Peishwa Rao Pundit Prudhan Bahadoor, the English East India Company Bahadoor, His Highness the Nawah Nizam ood Dowlah Ausuph Jah Bahadoor, and Maharajah Mysore Kishna Rajah Bahadoor, it is stipulated and agreed that certain districts, specified in Schedule D herennto annexed, shall be reserved for the purpose of being eventually orded to the said Peishwa Rao Pundit Prudhan Bahadoor in full right and sovereignty, in the same manner as if he had been a contracting party to this Trenty, pro vided, however, that the said Peishwa Rao Pundit Prudhan Bahadoor shall accede to the present Treaty in its full extent within one month from the day on which it shall he formally communicated to him by the contracting parties, and provided also that he shall give satisfaction to the English East India Company Bahadoor, and to His Highness Nizam-ood-Dowlah Ansuph Jah Bahadoor, with regard to certain points now depending between him, the said Peishwa Rao Pundit Prudhan Babadoor and the said Nawab Nizam ood-Dowlah Ausuph Jah Bahadoor, and also with regard to such points as shall he represented to the said Pershwa, on the part of the English Eist India Company Bahadoor, by the Governor-General or the British Resident at the Court of Poonah

ARTICLE 8

If, contrary to the ameable expectation of the contracting parties, the soul Peishwa Rao Pundit Prudhan Balandoor shall refuse to neede to this Tratly or to give satisfaction upon the points to which the seventh Article refers, then the right to and sovereignty of the several districts hereinbefore reserved for eventual cession to the Peishwa Rao Pundit Prudhan Bahadoor, shall rest jointly in the said English East India Company Bahadoor, and the said Nawah Nizam ood-Dowlah Ansuph Jah Bahadoor, who will either exchange them with the Rajah of Mysore for other districts of equal value more contiguous to their respective territories, or otherwise arrange and settle respecting them, as they shall judge proper

ARTICLE 9

It is my expedient, for the effectual establishment of Maharajab Mysore Kishna Rajah in the Government of Mysore that His Highness should be assisted with a suitable subsidiary force, it is stipulited and agreed that the whole of the said force shall be furnished by the English East India Company Bahadoor, according to the terms of a separate Treaty to be immediately concluded between the said English East India Company Bahadoor and His Highness the Maharajah Mysore Kishna Rajah Oodiavan Bahadoor

ARTICLE 10.

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The Noram s Scal,

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799

(Sd) J. A KIRKPATRICK,

Resident.

Part II

Schedule A. THE COMPANY'S SHARE.

The following districts from Nuggur or Bidnore

	C Pagodas F C	C Pagodas F C
Korial (Mangalore) Bekul and Neliceram Karkul Barkoo Ahoolahaulpore Balkul tamropah Hunavur (Monre) Mirjaun Anoolah Punohmahl, and Shedasoogbur (or	1 33 662 71 0 11 393 21 0 48 399 81 0 26 361 75 0 9,177 01 0 9,192 01 0 17,432 91 0 8,953 41 0	
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Schedule B.

THE NIZAN'S SHARE.

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Remains to the Nizam							5 37,332		

Schedule C.

Districts ceded to Maharayah Mysore, Kishna Rojah Oediarer Bahadoor. Talooks belovoing to Seeingapatam.

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Schedule C .- continued

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Schedule D

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Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799

(Sd) J. A. KIREPATRICE,

Resident

SEPARATE ARTICLES of the TREATY with the NIZAM

SEPARATE ARTICLES appertaining to the TREATY of MYSORE, concluded on the 22nd of June 1799 (corresponding to the 17th of Mohurrum Anno Hegirae 1214) between the Honourable English East India Company Bahadoor and the Nawab Nizam-ood-Dowlah Ausuph Jah Baradoor

ARTICLE 1

With a view to the prevention of future alternations, it is agreed between His Highness the Nawab Nizam-ood Dowlah Ausuph Jah Bahadoor and the Honourable English East India Company Bahadoor, that to whatever amount the stipends appropriated to the maintenance of the sons, relations, and depend ants of the late Hyder Ah Khan and Tippoo Sultan, or the personal aghire of Meer Kummer-ood-deen Khan, thall hereafter be diminished, in consequence of any one of the stipulations of the Treaty of Mysore, the contracting parties shall not be accountable to each other on this head

ARTICLE 2

And it is further agreed between the continuing parties that in the event provided for by the eighth Article of the Treaty of Mysore, two-thirds of the share reserved for Rvo Pandit Prudhan Bahadoor shall fall to His Highness the Nawah Nizam-ood-Dowlah Ansuph Jah Bahadoor, and the remaining third to the Honourable English East India Company Bahadoor.

> The Nyzam s Seal

Ratified at Hyderabad by His Highness the Nizam on the 13th day of July Anno Domini 1799

(Sd) J. A KIRKPATRICK,

Resident.

No. LXXXVII.

TREATY with the NIZAM-1800.

TREATY OF PERPETUAL and GENERAL DEFENSIVE ALLIANCE between the Honourable the English East India Company and His Hiodiness the Nawar Nizan-ool-Moole Ausuph Jah Bahadoor, Soobadar of the Deccan, his children, heirs, and successors; settled by Captain Jahes Achilles Kirkpatrick, Resident at the Court of His Highness, by virtue of the powers delegated to him by the Most Noble Rionand, Manquis Welleslet, Kniontof the Most Illustrious Order of St. Patrick, one of His Britannic Majesit's Most Honourable Privy Council, Governon-General in Council, appointed by the Honourable the Court of Directors of the said Honourable Company to direct and control all their affairs in the East Indies, and Governor-General in Council of all the British Possessions in the Last Indies.

Il hereas, by the blessing of God, an intimate friendship and union have

firmly subsisted for a length of time between the Honourable English East India Company and His Highness the Nawab Nizam-ool-Mooll Ausaph Jah Bahadoor, and have heen eemented and strengthened by several Treaties of alliance, to the mutual and manifest advantage of both powers, who, with num'errupted harmony and concord baving equally shared the fatigues and dangers of war and the blessings of peace, are, in fact, become one and the same in interest, policy, friendship, and honour. The powers aforesail adverting to the completion of the times have determined on principles of precaution and foresight and with a view to the effectual preservation of constant peace and tranquility, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or of any enemies whatever

ARTICLE 1.

The peace, union, and friendship so long subsisting between the two States shall be prepetual, the friends and enemies of either shall be the friends and enemies of both, and the contracting parties agree that all the former Treatics and agreements between the two States now in force and not contrary to the tenor of this engagement shall be confirmed by it

ARTICLE 2

If any power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and, after due representation, shall refuse to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of the agreement, the Coverior-General in Council, on helalf of the Honourable Company, hereby declives that the British Government will never primit any power or State whatever to commit with impunity any act of unprovoked hostility or agreesion against the rights or terribries of His Highness the Nizam, but will at all times maintain and defend the same, in the same mainer as the rights and territories of the Honourable Company are now maintained and defended

ARTICLE 3

With a view to fulfil this Treity of general defence and protection, His Highness the Nawah Ausuph Jah agrees that two battalious of sepoys and one regiment of cavalry, with a due proportion of guns and artillerymen shall be added in perjetuity to the present permanent subsidiary force of six battalions of sepoys, of one thousand firelooks each, and one regiment of cavalry, five hindred strong (with their proportion of guns and artillerymen), so that the whole subsidiary force furnished by the Honourable East India.

Company to His Highness shall henceforward consist of eight hattalions of sepors (or eight thousand firelocks) and two regiments of civality (or one thousand horse), with their men, lascars, and pioneers, tion, which force is to be to research to the topics.

ARTICLE 4

The pay of the above mentioned additional force shall be calculated at the rate of the pay of the existing subsidiary force, and shall commence from the day of the entrance of the said additional force into His Highness's territories

ARTICLE 5

For t substitute of the state o

ant the territories acquired by the Highless, and the territories acquired by His Highness under the Treaty of Mysore on the 22nd June 1799, according to the Schedule annoxed to this Treaty

ARTICLE 6

Certain of the territories ceded by the foregoing Article to the Honourable Company being inconvenient, from their situation to the northward of the river Doomhaddrah, His Highness the Nawah Ausuph Jah, for the purpose of rendering the boundary line of the Honourable Company's possessions a good and well defined one, agrees to retain the district in question, namely, Copul, Gujjunderghur, and others (as marked in the annered Schedule) in his own possession, and in lieu thereof assigns and cedes in full and in perpotuity to the Honourable Company the district of Adom, together with what ever other territory lits Highness may be jossessed of, or is dependent on His Highness's Government, to the south of the Toomhuddrah, or to the south of the Kistuali, below the junction of those two rivers

ARTICLE 7.

The territories to be assigned and ceded to the Honoural le Company by the fifth Article, or us consequence of the exchange stipulated in the sixth Article, shall be sulject to the exclusive management and authority of the said Company and of their officers

ARTICLE S

Whereas the actual produce of a considerable portion of the districts ceded to the Honourable Company by Article fifth is ascertained and acknow-

ledged to be greatly inferior to their nominal value, as specified in the Schedule annexed to this Treaty, and the said districts cannot be expected for a long course of years to reach to their said nominal value; and whereas differences might hereafter arise between the contracting parties with respect to the real value of the same, and the friendship and harmony happily subsisting hetween the contracting parties be disturbed by discussions relating to the adjustment of accounts of the produce and value of the said districts; in order to preclude all causes of any such future difference or discussion between the two States, the said East India Company ngrees to necept the said districts (with the reservation stated in the sixth Article) as a full and complete satisfaction for all demands on account of the pay and charges of the said subsidiary force; and therefore to whatever extent or for whatever length of time the actual produce of the -- 1 1 +- + 1 all -- -- 1 - 1 - to to the amount of the subsidy payable by diary force, no demands shall ever the treasury o ency or oo account the treasury of ". " from unfavourable of any failure H14 Highness the seasons, from . renounces all claim Nizam, on his to any arrears or balances which may he due to him from the said districts at the period of their cession to the Honournhle Company, and also to may evectual excess in the produce of the said districts, heyond the amount of this subsidy payable by His Highness on account of the said subsidiary force, the true intention and meaning of this Article heing that the cession of the said districts and the exchanges stipulated in the sixth Article shall be coasidered as a final close and termination of necounts between the contracting parties with respect to the charges of the said subsidiary force.

ARTICLS 9.

After the coucle on of it. That's and a coast it. Part'sh. Resident shall signify to Hi officers are prepared his Highess will his officers to deliver over charge of the same to the officers of the Company, and it is hereby stipulated and agreed that all collections made by His Highness's officers stosequent to the date of the said perwannals or orders, and hefore the officers of the Company shall have taken charge of the said districts, shall be carried to the account of the Honourable Company.

Автисия 10

All forts situated within the districts to be ceded as aforesaid shall be delivered to the officers of the Honormshie Company with the said districts, and His Highness the Nawah Ansuph Jah engages that the said forts shall be delivered to the Honormshie Company as nearly as possible in the same state as that in which His Highness received them

ARTICLE 11.

His Highness the Nawah Ansiph Jah will continue to pay the subsidy of the former subsidiary force and also that of the additional troops from his treasury in the same manner as hitherto observed, until the Honourahle Inst. India Company's officers shall have obtained complete possession from His Highness's officers of the country ceded to the said Company by the fifth Article. The Company will not claim any payments of subsidy from His Highness's treasury after their officers shall have obtained possession of the said districts from the officers of His Highness

oARTICLE 12.

The contracting parties will employ all practicable means of conciliation to prevent the calamity of war; and for that purpose will at all times he ready to eater into amendable explanations with other States and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break on the tween the contracting parties and any other power whatever, then His Highness the Nawah Ausuph Jah engages that, with the reserve of two hattainess of scopes when are to remsin near His Highness's person, the residue of the British subsidiary force (consisting of six battaious of scopes and two regiments of cavilry with artillery) joined by six thousand infantry and moe thousand horse of His It

tion for the pur-ages to employ
toto the field as

supply from his dominious; with a view to the effectual prosecution and speedy termination of the said war, the Honourable Company in the same manner or age on their part, to this case, to employ in active operations against the enemy the largest force which they may be able to furnish over and above the said subsidiary force.

ARTICLE 13.

Whenever war shall appear probable Hus Highness the Nawab Aosuph Jah engages to c liect as many benjaraha as postable, and to store as much gram as may be practicable in his frontier garrisons.

ARTICLE 14

Grain and all otler atticles of consumption and provision, and all oorts of materials for wearing appurel, together with the necessary quantity of cattle, horses, and camels required for the use of the salesd ary force, shall, in

proportion to its present augmentation, le, as heretofore, entirely exempted from duties

ARTICLE 15

As by the present Treaty the nuon and friendship of the two States are so firmly cemented as that they may be considered as one and the same, His Highness the Nizam engages neither to commence nor to pursue in future any negociations with any other power whatever without giving presions notice and entering into mutual consultation with the Honomable East India Compuny's Government, and the Honomable Impany's Government on their part hereby declare that they have no manner of concern with any of His Highness's children, relations, subjects, or servants with respect to whom His Highness is absolute

ARTICLE 16

1 135-00

nggression agranet any power whatever, and in the event of any differences arising whatever adjustment of them the Company's government, weighing matters in the scale of turth and justice, may determine shall meet with fall approhation and acquiescence

ARTICLE 17

By the present Treaty of general defensive alliance, the ties of nmon, by the blessing of God, are drawn so close that the friends of one party will be henceforward considered as the friends of the other, and the enemies of the one party as the enemies of the other, it is therefore hereby agreed that if in future the Shorapore or Gudwall zemindars, or any other subjects or dependants of His Highness's government should withhold the payment of the Circar's just claims upon them, or excite rebellion or disturbance, the subsidiary force, or such proportion thereof as may be requisite, after the reality of the offence shall be duly ascertained, shall be ready, in concert with His Highness's own troops, to reduce all such offenders to chedience And the interests of the two States being now in every respect identified, it is further mutually agreed that if disturbances shall at any time break out in the districts ceded to the Honourable Company by this treaty, His Highness the Nawab Ausuph Jah shall permit such a proportion of the sub sidi ry troops as may be requisite to be employed in quelling the same within the said districts. If disturbances shall at any time break out in any part of His Hi, bness's dominions, contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary troops, the British Government in like manner, if required by His Highness the Nawab Ausuph Jab, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose to assist in quelling the said disturbances within His Highness a dominious

ARTICLE 18

Whereas, by the favour of Providence, a perfect union, harmony, and concord, bave long and fi mly subsisted between the Honourable East India Company, His Highness the Nuwah Ausuph Jah, His Highness the Peishwa Rao Pundit Prudhan and Rajah Ragbojee Bhoosluh, therefore should His Highness Rao Pundit Prudban and Rajah Raghojee Bhooslah, or either of them, express a desire in participate in the benefits of the present defensive alliance, which is calculated to strengthen and perpetuate the foundations of general tranquility, the contracting parties will readily admit both or either of the said powers to be members of the present alliance, on such terms and conditions as shall appear just and expedient to the contracting parties.

ARTICLE 19

The contracting parties being actuated by a sincere desire to promote and maiatain general tranquillity, will admit Dowlut Rao Sindia to be a party to the pre ent Treaty whenever he shall sutisfy the contracting parties of his disposition to cultivate the relations of peace and amity with both States, and shall give such securities for the maintenance of tranquillity as shall uppear to the contracting parties to be sufficient

ARTICLE 20

This Treaty, consisting of twenty Articles, being this day settled by Captaia James Achilles Kirkpatrick with the Nawah Ausuph Jah Bahad or. Captain Kirkpatrick has delivered one copy thereof in English and Persian signed and scaled by himself, to the said Nawab, who, on his part, has also delivered one copy of the same, duly executed by binnelf, and Captain Kirkpatrick, by witthe of special authority given to him on that behalf by the Most Noble the Governor General in Conneil, bereby declares the said f, and engages to procure and

days a copy of the same from respect the counterpart of that ouch copy the Treaty executed by

the additional subsidiary force

specified in the third Article shall be immediately required by His Highness the Nizam and furnished by the Honourable Company, and all the other Articles shall be in full force from this time

Signed, scaled and exchanged at Hyderalation the 12th Octo er Anno Domine 1500, or 22nd Jermalee ul-Anal, 4ano Henra 1215

(Sd) J A LIERPATRICE.

Lendent

SEPARATE and SECRET ARTICLES,

SEPARATE and SECRET ARTICLES appertaining to the TREATY OF PLEFETUAL and GERFRAL DLEESSIVE ALLIANCE concluded between the Honourable English Last India Company and His Highness the Nawar Ausuph Jah Bahaddon on the 12th October Anno Domini 1800, or 22nd Jemmadee-ul-Awul, Anno Hegire 1215.

ARTICLE 1

The Peishwa Rao Pundit Prindban shall be indmitted to the benefits of this general defensive alliance on the following conditions -

First —Rao Puadat Prudhan shall accept the mediation of the Honourable Company's Government for the amicable adjustment, on the basis of the Treaty of Mah, of all claims or demands of chout, and of all other claims or demands whatever, on the territories or government of His Highness the Nuwab Ausaph Jah

The British Government will also take into consideration the claims of Highness the Nawah Ausuph Jah to a total exemption from cloud, and will arbitrate, on the principles of justice and equity, any question now existing or which shall bereafter urise, relative to the same, between Rao Pundit Prudhan and the Nawah Ausuph Jah, provided Rao Pundit Prudhan shall not be agree to accept the said arbitration, and Rao Pundit Prudhan shall not be admitted to the benefit of this general defensive alliance, until he shall have agreed to accept the arbitration of the British Government, with respect to the said claims of the Nawah Ausuph Jab to a total exemption from choost.

Secondly --Rao Pundit Prudhan shall give full satisfaction to the Honourable Last India Company on the various points depending between him and the British Government in India

Thirdly—If Rao Pundit Prudhan shall agree to the following conditions, the Bionographe East India Company and His Highness the Nawah Ausu h Jah will assist him in the restoration of his just authority in the Mahratta Limpire

Fourthly —For this purpose Rao Pundit Prudhan shall agree to subsidize in prepetuity such a body of the said Company's troops as shall bereafter be judged necessary for the restoration and maintenance of his authority.

ARTICLE 2.

Rajah Raghojee Bhooslah shall be admitted to the henefit of this general alliance on the following conditions —

alliance on the following conditions —

First — Raji F

Ansuph

arbitration of all
Jali and the said

Secondly—Itajah Raghope Bhooslah shall agree to such equitable interchanges of territory with the Honnurable East India Company as shall be judged necessary to complete ar improve their respective frontiers, or to such cessions of territory (in consideration of n just pecuniary equivalent) as shall be judged necessary to the same purpose.

ARTICLE 3

If, cootrary to the spirit nod object of this defensive Treaty, war should hereafter appear unavoidable (which God avert!) the contracting parties will proceed to adjust the rule of partition of all soch indvantages and nequisitions as may eventually result from the success of their united arms.

The contracting parties entertain in views of conquest or extension of their respective dominions, nor any intention of proceeding to hostilities, and the state of the state

however declared that, in the event of war, and of a consequent partition of cooquests between the cootraction parties, His Highoess the Nawah Ausuph Jah shall be catitied to participate equally with the other contracting parties in the division of every territory which may be required by the successful exertion of their noticed arms, provided His Highoess the Nawah Ausuph Jah shall have faithfully fulfilled oil the stipulations of the preceding Treaty, especially those contained to the twelfth and thriteenth Articles thereof

Signed, realed, and exchanged at Hyderabad on the 12th October Anno Domins 1800, or 22nd Jemmadee-ul-Awul, Anno Hegira 1215

(Sd) J A KIRKPATRICK,

Resident

Part II

SCHEDULE referred to in the TREATY.

SCHEDULE of HIS HIGHNESS the NIZAM'S territorial acquisitions by the TREATY of SERINGAPATAM, dated the 18th May 1792, and by the TREATY of MYSORE, dated the 22nd June 1799, and which, in conformity to the fifth and sixth Articles of the annexed TREATY are now, together with the TALOOK of ADONI, and all other talooks situated to the south of the RIVERS TOOMBUDDRAH and KISTNAH, ceded in full and in perpetuity to the HONOURABLE EAST INDIA COMPANY.

List of Talooks acquired by the Treaty of Seringapatam.

Sidhout, 6 Talooks C Firedam P. A T C C C C C C C C C	· · · · · ·		Z	٠,	J J			
Sidhout, 6 Talooks			P A	P	C. Pagoda	. 1	. A.	P
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Vo. or.; 6 ditto	Kumlancor, 4 ditto	50 729		0	chunmullah, 2 Talooks 41.80	11	91 0	0
Budwail, 3 ditto	Vo cor. 8 ditto							
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List of Talooks acquired by the Treaty of Mysore—Gooty (remainder of).						_	-1 0	_
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List of Talooks acqui	red by th	e 7	rea	ty of Mysore-Gooty (remainder of).
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dependencies)	15,568	0	0	Kuuchungooudv . 10,000 0 0
Kundundlah	7.000	0	0	Gurumcondah , 185,810 0 0
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Churtumpully	8 951	ō	ŏ	Hurpunkully, 6 Talooks . 1,10,030 82 0
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Yarghy .	22,673	ň	ŏ	Chattledroog district . 5,840 11 0
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				10111
crand crantpoor	10,000		٠	GRAND TOTAL . 21,09,968 5 3
Hundy Ununtpoor .	16,000	Õ	0	

The districts situated north of the Toombuddrah, which conformably to the sixth Article of the annexed Treaty remain with His Highness the Nizam to be deducted from the above, as follows —

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Kee	pul, 8 Talooks .							1,06,137	31	0
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•						ILCH	*	855	0	0
	Retained by His Hig	buesa	the I	Vizam	٠			2 96 780	0}	0
Αc	Remains to the Hon	ourab	le Cor	npany	C Pa	godas	;	18,13,188	4,	3

8,34,718 12 0

Signed, sealed, and exchanged at Hyderabad the 12th October A D 1800, or 22nd Jemaul ut-Avul, A il. 1215

(Sd) J A KIRKPATRICK,

Resident.

ADDITIONAL ARTICLE of TREATY between the Honourable East India Company on the one part, and His Highness Nawah Nizam-ool-Moolk Ausuph Jah Meer Ukbur Ali Khan Bahadoor, Soudah of the Deccar, his children, heirs, and successors, on the other; to be considered as appertaining to the Treaty of Perpetual and General Defensive Alliance concluded at Hyderabad on the 12th of October 1800 A.D., or 22nd of Jemmadee-ul-Awul 1215 A.H.

ASTICLE.

In the event (which God however avert!) of joint war breaking out hereafter with any other power, it is hereby agreed that during the continuance
thereof all officers and all troops, whether individually or collectively, belonging to either of the contracting parties, shall have free ingress and eigers to
and from all the territories, and to and from all the forts belonging to each
other respectively, and it is hereby further agreed that all officers, whether
curil or military, belonging to their government, shall, when requisite,
complex all their power and all the resources at their command in facilitating

the operations of the troops employed, to whichever of the two contracting powers they may happen to belong.

Signed, realed, and exchanged at Hyderabad this 9th of January 1804, agreeing with 25th Ramzan, A.H. 1218.

(Sd.) J. A. KIRKPATRICK, Resident.

Rende His Highness's Mark.

Hia Highness'a Little Seal,

Ria Highness's Great Soul (A true copy.)

(Sd) J. A. KIBKPATRICK,
Resident.

No. LXXXXVIII.

COMMERCIAL TREATY with the NIZAM-1802.

TREATY for the IMPROVEMENT and SECURITY of the TRADE and COMMERCE between the TERRITORIES of the HONOURABLE EAST INDIA COMPANY and of HIS HIGHNESS the NAWAR NIZAM. OOL-MOCLE AUSUPH JAH, SOUBADAR of the DECCAN; settled by Major James Achilles Kirkpatrick, Resident at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER OF SAINT PATRICK, one of HIS BRITANNIO MAJESTY'S PRIVY COUNCIL, GOVERNOR-GENERAL IN COUNCIL, CAPTAIN GENERAL and COMMANDER-IN-CHIEF of HIS MAJESTY'S and the Honourable Company's Forces in India, appointed by the HONOURABLE the COURT of DIRECTORS of the said HONOURABLE COMPANY to direct and control all their affairs in the DAST INDIES, and GOVERNOR-GENERAL in COUNCIL of all the BRITISH POSSESSIONS in the EAST INDIES.

Whereas a well regulated commerce is essential to the opulence and prosperity of the people and to the wealth and power of the State; and

whereas a free and secure commercial interconrected to maintain and improve the relations of anity pace and concord between contiguous nations. Wherefore the Honourable kast India Company and His Highness the Navah Ausuphi Jah, narious to improve by every possible means the close and intimate councerton now happily established between the two States, and to extend the benefits of their union to their respective subjects, have agreed on the following Articles of a Treaty of commerce between the two States —

ARTICLE 1

As the testimony of the firm friendship, umon, and attachment, subsist in the street the Honourable Company and His Highness the Nawah Ausuph Jah, the Honourable Company hereby agree to great to His Highness that use of the searort of Masilipatam at w

l berty to establish a commercial factory

the nature of the Company's government small require and as shall be adjusted between the Governo General in Conneil and His said Highness

ARTICLE 2

His Highness's ships bearing his flag shall be entitled at all times to the protection of His Britanine Majesty's and of the Honourable Company's ships of war, and shall be admitted into all the ports belonging to the British Government in India upon the footing of the most favoured nations

ARTICLE 3

There shall be a free transit between the territories of the contracting parties of al respectively, the produce, or manufacture of the produce, or manufacture of the produce of the prod

ARTICLE 4

All rabdarry duties and all duties collected by individual renters or zemindars on goods pass ig to and from the territories of the contracting parties shall be abolished and all zemiodars renters &c, shall be stretly probabled from committing may acts of extortion or volence on the merchants passing through the resisective territories of the contracting parties

ARTICLE 5

A duty of fire per cent, and no more shall be levred at Hydershaid indiscriminately on all articles of merchandize whatever imported into His Highnesi's dominous from the Compuny's possessions. No articles all par duty more than once. The duties parable shall be regulated by a just valuation of the article or commodity on which there shall be charged and which shall be determined by an invoice authenticated by the scal and signature of the proper Officer on each side. No shall any arbitrary valuation of any article or commodity be admitted to enhance the amount of the duties parable therein, and the said duties shall be fixed and immittable except by the mutual consent of the contracting parties

ARTICLE 6.

The Honourable East India Company shall on their part adopt similar arrangements in every respect for the purpose of facilitating the transit through their dominions of all articles the growth produce, or manufacture of His Highness's territories and of guarding the same from all unjut exactious or vexatious imposts whatever

ARTICLE 7

The duties payable to the Honourable Company on all articles imported into their territories from His Highness's dominions shall be collected in the mode prescribed by the fifth Article at Masulipatan alone, or at one or more places according to the convenience of the merchants belonging to His High ness's dominions, and the said place or places shill be fixed with the convenient of His Highness the Nizam, it being understood that no article imported from His Highness's dominions shall in any case pay duty more than once, whether the said duty be collected at Masulipatium or elsewhere

ARTICLE 8

A duty of five per cent and no more shall be levied once by His Highness's Government, and be made payable at Hyderahad on the prime cost of all commodities purchased in His Highees's dominions for exportition

ARTICLE 9

No merchants or truders under the Company's Government shall be allowed to re vend in the dominuous of the Nawah aforesaid the productions or manufactures of his territories puchased by them therein. Neither shall any grain he exported from the territories of the Nawah aforesaid into those of the Honourshile Comps — "" in the Honoursh

ARTICLE 10

The traders under both governments, namely, all such as shall traffic from the Honourable East India Company's territories to the territories of His Highness the Nawah Ausuph Jah, and erce terrif, shall, upon the importation of their commodities into the respective territories, pay once a duty of five per cent, according to the terms presented in the foregoing Articles With respect to others who do not come under the above description, such as traders from foreign parts or inhabitants of Hyderabad, who have always paid the usual duties, the kurrorah shall, as beretofore, levy duties from them according to custom

ARTICLE 11

tand be established in the rethe 1st day of September next,
AH 1217, after which day no
a in conformity to the stipula-

ARTICLE 12

This Treaty, consisting of twelve Articles, being this day settled by Major James Achilles Kirkpatrick with the Nawah Ausuph Jah Bahadoor, Major Kirkpatrick has delivered one copy thereof in English and Persian, signed and seeled by himself, to the said Nawab, who on his part has also delivered one copy of the same duly executed by himself and Major Kirkpatrick, by virtue of special authority given to him in that behalf by His Excellency the Most Noble the Governor General in Council lereby declares the said Treaty to be in full force from the date hereof, and engages to procure and deliver to his Highness in the space of fifty days a copy of the same from the Governor-General in Council, in every respect the counterpart of that executed by himself, and on the delivery of such copy, the treaty executed by Major Kirlpatric I shall be returned.

Signed sealed, and exchanged at Hyderabad this 12th day of April A D 1602, or 8th day of Zehiage, A.ll 1616

Seal of the N can (Sd) J. A. LIKAPATRICK,
Resident

No LXXXIX.

INSTRUMENT under the signature of the GOVERNOR-GENERAL IN COUNCIL, delivered to the Nizam (Secunder Jan) on his accession to the musinud, recognizing all the former Tillaties and Linggements with Nizam All, deceased—1803.

The friendship and alliance which so firmly and happ by sub-itted between

His late Highness the Nawab Nizam Ali Khin, Sonbadar of the Deccan, and the Honourable Company's government, shall be considered to subsist with equal force and sincentry and shall continue for ever inimpaired between His

Namab Secunder Jah, and the engagements which subsisted be considered to be in full force to all intents and purposes. And His Excelency the Most Noble the Governo-General in Council berepty declares, on the part of the Honourable Company, that the British Government is effectually bound by the said engagements and Treaties, and that the said engagements and Treaties shall le duly observed until the end of time.

Given under the real of the Honourable Company and the rignature of His Excellency the Most Noble the Governor treneral in Council at Fort William in Bengal this 24th day of August 1803.

Engagement between Secunder Jan and the Company-1803.

The friendship and union which so strongly and bappily subsisted between the late Nawah Nizam Ali Khan Bahadoor (whose soul is in Paradice) and the Honourable Company's government are to be considered as perfectly unimpaired, and shall meet with no interruption whitever. All exiting Treaties and engagements likewise that were contracted with the late Nawah aforesaid are in full force to all intents and purposes, and we hereby declare that we are effectually bound by the engagements and Treaties aforesaid, and by the blessing of God, the said Treaties and engagements shall be duly observed until the end of time.

ing t
ing t
it are appeared the Found
in duplicate, on the day aforesaid, by Hes Discher, and delivered
Achilles barkpairies, Resident at the Court of Hydradad

The Seal of the Nawab Secunder Jab

(Sd) J. A KIRKPATRICE,

Resident.

No. XC.

Partition Treaty of Hyderabad with His Highness the Soubandar of the Deccan-1804.

TREATY for the SPITLEMENT OF GENERAL PEACE IN HINDOSTAN and the Deccan, and for the Confirmation of the Friendbrid subsisting between the Honourable English East India Company and its allies, His Highness the Soubahdar of the Deccan and His Highness Rad Pundt Prudhan Prishwa Bahadoor, settled between the said Honourable Company and the said allies by Major James Achilles Kirkpatrick, Resident of the Court of Hyderabad, in virtue of the powers delegated to him by His Excellent the Most Noble Richard, Marquis Wyllesley, Knoht of the Most Illustrious Order of Saint Patrick, one of His Mayfsty's Most Honourable Pring Council, Governoin-General in Council of all the British Possessions and Cattan General of all the British Land Porces in the Tast Indies.

Whereas by the terms of the Treates of peace concluded by Major General the Honourable Arthur Wellesley, on the part of the Honourable Compans and its allies, with the Mainarajah Senah Saheb Soulah, Rajah of Berar, at Deogeum, on the 17th of December 1808, and with Mainarajah Dowlat Rao Sindia at Surjee Anjengaum, on the 30th of that month white Treates have been dult ratified by the Governor-General in Council and by the allies of the Britisti Government, certain forts and territories have been coded by Mainarajah Senah Saheb Soulah, and by Mainarajah Dowlut Rao Sindia, to the Honourable Company and its allies, the following Articles of agreement, for the settlement of the said forts and territories, have been concluded by the British Government and by the said allies.—

Asticle 1.

The province of Cuttack, including the port and district of Balasore, and methods of every description made by the second Article of the Treaty of Deogaum, or by any Treaties which have here confirmed by the tenth Article of the said Treaty of Deogaum, shall belong in perpetual sovereignty to the Honourable English East India Comment.

APTILLE 2.

The territories of which Maharajah Senah Saheb Soulah formerly collected the revenues, in participation with His Highress the Souladar of the

Part II

Deccan, and those formerly possessed by Maharajab Senab Saheb Souhah, to the westward of the river Wurdah, eeded by the third Article of the Treaty of Deogram, and the territory eitnated to the southward of the hills, on which are the forts of Nernullah and Gawilghur, and to the westward of the river Wurdah, stated by the fourth Artiele of the Treaty of Deogram to belong to the British Government and its allies, shall belong in perpetual sovereignty to His Highness the Soubadar of the Deccan, with the exception of the districts reserved to Senah Saheh Soubah in the fifth Article of the said Treaty of Deogram

ARTICLE S.

All the forts, territories, and rights of Maharijah Dowlat Rao Sindia in the Doah, or country situated between the Junma and Ganges, and all his forts, territories, rights, and interests in the countries which are to the northward of these of the Rajahs of Jeypore and Jodhpore, and of the Rana of Gohnd, ceded by the second Article of the Treity of Surjee Anjengaum, shall belong in perpetual sovereignty to the Honourahle Comjany

ARTICLE 4.

The fort of Paroach and territory depending thereon, ceded by the third Article of the Treaty of Surjee Anjengaum, shall belong in perpetual sorereignty to the Honourable Compruy.

ARTICLE 5

The fort and city of Ahmedaugger, together with such part of the terri tory depending thereon as is edded by the third Article of the Treaty of Surjee Anjeugium to the Honourshle Compiny and its allnes, shall belong in perpetual sovereignty to His Highness the Peishwa

ARTICLE 6

All the territories which belonged to Mahriajah Dowlut Rao Sindia he fore the commencement of the late war, situated to the southward of the hills called the Adjuntee Hills, including the fort and district of Juliapore, the town and district of Gandapore, and all other districts hetween that range of hills and the river Godavery, ceded by the fourth Article of the Treaty for Surjee Anjengaum to the Honourable Company and its alhes, shall belong in perpetual sovereignty to His Highness the Soubadar of the Decenu

ARTICLE 7.

All cessions made to the Honourable Compan; by any Treaties which have been confirmed by the minth Article of the Treaty of Surjee Angengaum shall belong in perpetual sovereignty to the Honourable Company.

ARTICLE S

This Treaty, consisting of eight Articles, being this day, the 17th of

Mohurrum, corresponding with the 28th of April, settled and concluded at Hyderabid by Major James Achilles Kirkpatrick, with His Highness the Nawab Ausuph Jah Mccr Ukbur Alı Khan Bahadoor, Soubadar of the Dec can, the said Major James Achilles Kirkpatrick has delivered to His said Highness a copy of the same in English and Persian, under the seal and signature of the said Major James Achilles Kirkpatrick, and His Highness the Nawab Ausuth Jah Meer Akher Ali Khan Bahadoor has delivered to the said Major James Achilles Kirkpatrick another copy also in Persian and English, bearing His Highness's seal and signature, and the aforesaid Major James Achilles Kirkpatrick has engaged to procure and deliver to His said Highness without delay a copy of the same, duly ratified by His Excellency the Most Noble the Governor General in Council, on the receipt of which ly His said Highiess the present Treaty shall be deemed complete and binding on the Honourable the En, lish East India Company and His Highness, and the copy of it now delivered to His said Highness the Nawab Ausuph Jah shall be returned

Vone at Hyderabad this 25th day of April Anno Domins 1804 or 17th day of Vohurrum, Anno Hegira 1219

(Sd) J A KIRKPATRICK,
Resident.

No XCI

TREATY between the Honographe East India Company and His HIGHNESS the SOUBADAR of the DECCAN and his CHILDREN. HEIRS, and SUCCESSORS, for the further CONFIBMATION of TRIENDSHIP and UNITS of INTERESTS, concluded through the agency of Charles Theophilus Metcalfe, Eso . Resident at the Count of His said Highers, by virtue of full powers to that effect vested in him by His Excellence the Mosr NOBLE TRANCIS, MAPOLIS of HASTINGS, KNIGHT of the Most NOBLE ORDER of the GARTER, KNIGHT, GC, of the Most HONOURABLE ORDER of the BATH, one of HIS BRITANNIC MAJISTI'S MOST HONOLEABLE PRIVE COUNCIL, GOVERNOR. GINERAL in Council, appointed by the Honour splie the COURT of DIFFCTOLS of the said HONOURABLE COMPANY to direct and control all their affairs in the East Indies, and COMMANDER IN-CRIEF of His MAIESTY'S and the HONORE ABLL COMPANY'S FORCES-1892

Who eas certa n rights, forts, and territories have come into the posses.

sion of the Honourible East India Company from the States of Nagpore and Holkar, and in consequence of the reduct on and occupation of the dominions of the Pershna, the following Articles of agreement for the settlement of the said rights, forts, and territories have been concluded by the said Honourable Company and His said Highness the Soubadar of the Deccan

ARTICLE I

All former Treaties and engagements between the two States now in force and not contrary to the tenor of this Treaty shall be confirmed by it

ARTICLE 2

The arrears of all claims and demands of chout, and of all other claims where you the territories or government of His Highness the Nizam, due hy His said Highness to the Pesshwa are hereby declared to be extinguished, and His said Highness is released in perpetuity from the payment of all chort of every description on account of any part of his possessions

ARTICLE 3.

His Highness the Nizam being desirons of possessing certain of the distributions acquired by the late war on account of their estimation within the exterior line of His Highness's frontier, the following exchanges of territory are hereby agreed upon for His Highness's benefit and the mutual convenience of the contracting parties.

ARTICLE 4

The districts formerly belonging to the Peishwa as specified in the Schedule A., hereunto annexed, and estimated at the annual sum of Rupres 5,69,975.6 are hereby transferred in perpetual sovereignty to His Highness the Nizam.

ARTICLE 5

The districts formerly belonging to the Rajah of Nagpore according to m of Rujees lla, and the

sovereignty

ARTICLE 6.

The districts of Umber and Ellors, formerly helonging to Mahard Muhar Rao Holkar, and estimated at the annual sum of Rupees 1,89,873, shall also belong in perpetual sovereignty to His said Highness.

ARTICLE 7.

His Highness the Nizam on his part hereby cedes to the Honoutable Company in perpetual sovereiguty the whole of his rights and possessions situated on the west or light bank of the river Seena, according to the Schedule C, hereunto annexed, and also the whole of his rights and possessions

situated within the district of Ahmedinggur as detailed in the said Schedule, the whole being estimated at the annual sum of Rupees 4,31,785-31.

ARTICLE 8.

His Highness the Nizam also cedes, for the purpose of their being transferred in perpetual sovereignty to the Rajah of Nagpore, the whole of his participated rights and possessions situated on the cast or left bank of the river Wurdali, according to the Schedule D annered to the present I reaty, and estimated to produce an annual revenue of Rupes 75,000.

ARTICLE 9.

Certain assignments of chout within the territory of His Highuess the Nican, in the estimated annual amount of Rupees one lakh and thenty thousand, having been guaranteed to Appa Dessae and the Putwardhins, His Highness the Nizain hereby agrees to pay the aforesaid sum annually to the Honourable East India Company in perpetuity.

ARTICLE 10.

His Highness the Nizam also engages to confirm and continue all enough and wurshaums and all individual and chaintable allowances of every description whatever which may have leen granted either on the chout payable by its Highness to the Pershava on any portion of the districts formerly belonging in the Pershava and now acquired by His sud Highness under the fourth Article of the present Treaty, provided those grants shall have been in force at the breaking out of heatitites with the Pershava in the month of November, 1817, and that the holders of them shall have performed the conditions prescribed in Mr. Elphinstonics proclamation, distert the 11th of Persuary 1818,

From the time when Bajor Ros accorded the messeds his country was a pery to faction and reblinon, and there was no effect a government to protect the people. At length Baye is on was applied from his domeston and took refuge in Basaria, where he was deposited not his board of the Bajor Baye is on was supplied from his domeston and took refuge in Basaria, where he was deposited on the board of the Bajor Ba

^{*} Bubstance of a Managera Processaryon leaved on the 12th of February 1919 by the Romonnausa M Expanyarons, sole Commissions: for the settlement of the territories conquered from the Painhun.

ARTICLE 11.

This Treaty, consisting of eleven Articles, having been this day settled by Charles Theophilus Metcalfe. Esquire, with the Nawah Ausuph Jah Bahadoor,

of Trimbuckjee This was refused, until the British Government had marched an army to support its demands, yet it made no claim on the Pershwa for its expenses, and inflicted no punishment for his protection of a murderer it simply required the surrender of the criminal, and on Bajee Rao's compliance, it restered him to the codiminathed enjoyment of all the benefits Notivitlistanding this generosity, Bayee Rao immediately c mmenced on a rem system of intrigues, and used every exertion to turn all the power of India against the British Government At length he gave the signal of disturbioces by fementing an insurrection in his own dominions; and prepared to support the insurgents by open fire. The British G vernment had then no remedy but to arm in turo Its troops entered Bajee Blac a territories at all ponts and surrounded him in his capital, before any of those with whom he had intrigued had time to Bajes Blad's life was now in the lands of the firitish coverament, but that Government, moved by Bajes Rao's professions of grantede for past favours and of entire depende on its moderation, once more resolved to continue him on his throne, after imposing such terms on him as might secure it from his future perfidy the principal of these terms was a commutation of the contingent which the Peishwa was bound to furnish, for money equal a Commission of a similar body of troops, and on their being agreed to, the British Goren-ment restored Bases Bas to its framedalip, and proceeded to settle the Pindarers, who had long been the pests of the praceable unknown that of its in, and of none more than the Pesisak's own sampects Bujes Rao affected to enter with zea" into an enterprise so worthy of a great Lovern meet, and assembled a large army on protence of cord ally assisting in the contest but in the

peace ible travellers, and put two British Officers to an ignominators death Bijes Ro insist rs are still unpunshird and

re commencement of the Shastry, and avocation underr By these acts of

perfoly and a line Hayes kao has compelled the Branch Government to drive him from his of line Hay, by the

ducing the Carnitic, and a force from Pombay is Taking the forts in the Concau, and uccipying

ine shall force .

one copy thereof has been delivered to the said Nawah, and the Nawah on his part has delivered one copy of the same duly executed by himself to the aforesaid gentleman, who engages to procure and deliver to His Highness a copy of the same from His Excellency the Governor General, in ever, respect the counterpart to this executed by himself, after which the copy executed by the aforesaid gentleman shall be returned.

Signed, scaled, and exchanged at Hyderabad, 12th December, A D 1822, 27th Rubbee-ul-dwul, A. H 1238

Ti e Nızem's Besi

(Sd) C T. METCALFE

i s

- " Hastings
 - , J Adams
 - J. FENDALL
 - J. II HARINGTON

Ratified by the Governor General in Council at Fort William in Bengal this 31st day of December 1822

(Sd) Genge Swinton, Secretary to Government.

A

Schedule of the districts formerly beloacing to the Perihna, and non-trinsfer ced by the 4th Acticle of the annexed Treaty to His Highness the Nizza

O mortel air Julgaum V yezapoor Scorage United 22 Villages of Tale	: ok	: I al ale	· ·	To'al	275.03	8	0
- Searnipe			+1				
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CALLET ARIOGEN		•	- 1				
Fundry Villages			- 1				

225 000 8 0

the Arzam Akeal Arganm

Wumans

B Schedule of the districts formerly belonging to the Rajah of Naapace, and now transferred by the 6th Article of the annexel Ireaty to 111s Highness

Bhatooly Kulkall Dedict the revenue of Moonganm held by Sreedhur Pundit and Jesmint Han Ramehunder laif of the 11 257 0 0 vi lage Belkhaira held by Jeswus t Rao Ramchunder 3 13 743 Total C Schedule of the rights and p esessions of His Highness the Aream, reluated on the west or right bank of the river Seena and within the district of Ahmednuggur, the whole of which are now transferred by the 7th Article if the annexed Treaty to the Honourable Company WEST OF THE SEENA In the pergunnah of Mobul, Circar of Purainda,-Pl ool Charel olee. The Kualch etc hor vullee etc Warwal Ram Higna etc In the pergunush of Raseen Circar of Ahmednuggur,-Koortee etc In the pergunnah of Pandia, Circar of Pairgrum,-Ahmednuggtr Mentcheaum. Saurergaum ete Straul etc. Loonee etc In the pergunnah of Wangee, Curcar of Puramda,-I hws. Kunder Krishbeh etc Hittno vra In the pergunnah of Mundroop, Circar of Solapoor, --

In the pergunnah of Taimbhoornee, Circar of Puraindar, -

Meeree etc

H stganm Kusbeh of Tasmbhoornes

Mui droop etc

Alota etc

W rales

Paleywarree, etc Kurgut Koondanza.	Saitphut korigaum Ghauigaum, etc
In the pergunnah of Kunywulleet,	
Kuabeh of Nandnuj Hurmulla Pargaum, etc-	Amba Julgaum, etc Sogrum etc Mamdgaum etc.
In the pergunnah of Burdole, Circ	ar and Soobah of Berjapoor,-
Tanklee etc Jujjeesunuee, etc, Charchars, etc.	Part of the village of Maudra Codree Kunnor r Choutee and other Ubwaubs granted to the Putwurdhuns
In the pergunnah of Oondergaum,	Circar of Purainda,-
Marra	ı, etc
In the pergunnah and Circar of Po	rainda,—
Koordon and 10 other khales villager Badionee and 11 other villages	Oopla Papusss
WITHIN THE DISTRICT	or Annedallegur,
In the pergunnah of Kurwah,-	
Adulgsum 1	Kelegaum
In the pergumah of Jamkhar,-	
Kurdish Jamkhair I< nev Punpulgaum.	Sonegaum Sountany attached to the fort of Pursinda. Dhurrungaum
In the turruff of Ranjungaum,-	
Anguah	Bhowsee
In the talook of Khaim,-	
Kha m	Nimb rry
In the talook of Ahmednuggur,-	•
Aol reson Mr-ddurgaum Lal	Mendway I argaum ho bot.
In the pergunnah of Pangree,-	
1 hetamray	Chelrot
In the Circar of Sungamna r,-	

In the pergunnah of Nawassa,-

S illabutpoor.
Boorhampore
Hingas gaum
Chanday
Lohorwarry.
Parhgaum
Me reguhan
Ballypoonduree

Koontaphul.
Toi doolee
Sallat Wurgong.
Dewallamy.
Wankkree
Mallwany
Numbay.

Sool appore

Kurmore

Neemb aum Nimbay.
Prowrah Sur gum Prekarganm Khandlay Khadlay Koorneet bengway Amulnar

Total within the district of Ahmedaugger and on the west bank of the river Seena 4,31785 3 0)

D.

Schedule of the participated rights and possessions of His Highness the Aisart situated on the east or left bank of the river Wurdth, and now ceded by His said Hishrea, according to the Sth Article of the annexed Irealy, for the purpose of being transferred to the Rajah of Nagore.

Iu the pergunnah of Arwees,—
Circar of Gaweb
Ia the pergunnah of Ashtes,—
Circar of Gawel
Ia the pergunnah of Amnair,—
Checar of Khavila

(Sa) G Swinton, Secretary to Government.

No. XCII.

ENGAGEMENT of 1831.

The friendship and union which have been so strongly and happly establisted from of old between the Honontable Company and the late Nawab Ausuph Jah Mozuffer ool-Moomahl Nizam ool-Aloolk Nizam-ood-Dovish Nawab Meer Ukhur Ali Khan Bahadoor Futteh Jung (whose soul is in Paradise) shall always continue on the same footing between His Highness Ausuph Jah Mozuffer-ool Moomahls Nizum-ool-Moolk Nizam ood-Dovlah Nawah Meer Furkhund Ali Khun Bahadoor, the eldest son and enccessor of the deceased Nawah, and the saud Honourable Company.

All existing treaties, engagements, and relations that were contracted or established between the two States during the time of the late Nawahs Nizam-ool-Moolk Nawah Meer Nazim Ah Khun Babadoor, and Nizam-ool-Moolk Nawah Meer Ukbur Ah khan hahadoor, shall remain in full force to all intents and purjoses; accordingly the Right Honourable the Governor (seneral, on the part of the said Honourable Company, declares that the British officers are effectually bound by the engagements and treaties aforesud, and that by the favour of God the stipuations of the suid treaties and engagements shall he duly observed till the end of time. In assurince whereof the Governor General has given in writing these few lines in the shape of an engagement.

Signed and scaled at Simla, on the twentieth day of September 1831 A.D., answering to the 13th Rubbec-oon-sance 1247, A.H., and delivered in duplicate on the 17th day of October 1831, by Mayor I. Stewart, Resulent at the Court of Hyderabad, to His Highness Nawab Ansuph Jah Moenfer-cel-Moomalit. Vicer Purkhund Ali Khan Bahidoor Futteh Jung, Nisam of Hyderabid.

Governor General a Scal (Sd) W. Brytiner.
H F Prinspp.

Secreties.

No XCIII.

Ti rain with the Nizan, dated the 21st May 1853

Theaty between the Honourable the English East India Company and His Highless the Nawar Nitanool-Mooir Austiph Jan Bahadoon, settled by Colonle John Low, C.B., Rishdent at the Court of His Highless, by virtue of full powers to that effect vested in him by the Most Nomie Jamis Andrew, Maiquis of Dalmousif, Knight of the Most Anchem and Most Nomer Older of the Thistif, one of Her Majeria's Most Honourable Pliny Courch, and Goulevor General, appointed by the Honourah Courtney, to direct and control all their affairs in the East Indias.

Whereas frieidship and union have salested for a le gib of time

between the Honourable East India Compuny and His Highness the Nawab Nizam ool Mooll. Ausuph Jah Bahadoor, and have been comented and strengthened by treaties of general defence and protection; and whereas in the lapse of time many changes in the condition of Princes and neighbouring States have taken place, by reason of which it has now become expedient to revise the military arrangements that were formerly agreed upon for the fulfilment of the sud Treaties, and whereas differences and discussions have for some time existed between the contracting parties regarding the adjustment of charges connected with portions of the military arrangements subsisting between the States, and where is it is fit and proper, and for the mutual advantage of both powers, that such differences should now be finally settled, and that the recurrence of such discussions, which tend to disturb the friend ship and harmony of the contracting parties, should effectually be prevented wherefore the Honourable East Incha Company and His Highness the Nawab Nizim-ool Moolk Ausuph Jah Bahadoor have agreed upon the following Articles of a Treaty between the States -

ARTICLE 1.

bisting between the Honourable Nawah Nizam-ool-Modh Ausu be the friends and enemies of hoth, and the contracting parties agree that all the former Treaties and agreements between the twy States now in force, and not contrary to the tenor of this engagement, shall be confirmed by it

ARTICLE 2.

The subsidiary force, which for general defence and protection has been furnished by the Honourable East India Company to His Highness the Nizam, shall be continued, and shall consist, as heretofore of not less than try, with their requisite years of the continued with widther states.

Unless with the express consent of His Highness, there shall never be availty (with n due proportion within the territories of His wishill at all times be brought in His Highness making fee

quisition therefor

The said subsidiary force shall be employed when required to execute services of importance, such as protecting the persons of His Highness, his herrs and successors, and reducing to obedience all rebels and exciters of disturbance in His Highness's dominions, but it is not to be employed on triding occasions, or like sebundes, to be stationed in the country to collect revenue

ARTICLE 3.

The Honourable East India Company further agrees that in heu of lis

Highness's present contingent, it shall maintain for His Highness, his heirs and successors, an auxiliary force which shall be styled the 'Hiderahad Contingent," according to the provisions for the maintenance of that force which are detailed in 6th Article of this Treaty.

It shall consist of not less than five thousand infantry and two thousand cavalry, with four field hittenes of artillery. It shall be commanded by British officers fully equipped and disciplined and controlled by the British Government, through its representative the Resident at Hyderahad.

Whensover the services of the said contingent may be required, they shall be afforded at all times to his Highness the Nizam fully and promptly, throughout his whole dominions. If rebellion or disturbance shall be excited, or if the just claims and authority of His Highness shall be resisted, the said contingent, after the reality of the offence shall have been duly ascertained, shall be employed to reduce the offenders to submission.

ARTICLE 4.

identified, it is further
the districts belonging
the Nizam shall permit
lisite, to be employed in
muner, if disturbances

sum oreas out in any pair or the tri, meass duminions configuous to the territines of the Honourable East India Company to which it might be inconvenient, owing to the distance from Hyderabad to detach any portion of the subsidiary force, the British Government, if required by His Highness the Nizam, shall direct such portions of its troops as may be most available to assist in quelling the disturbances within His Highness's dominous.

ARTICLE 5.

In the event of the little space of the little

ARTICLE C.

for the purpose of providing the regular monthly parment to the

said contingent troops, and payment of Appa Dessaye's chout, and the allowances to Muhiput Ram's family, and to certain Mahmita pensioners, as guaranteed in 10th Article of the Treaty of 1822, and also for payment of the interest at six per cent per annum of the debt due to the Honourable Company, so long as the principal of that debt shall remain unpaid, which debt now amounts to about hfty lakhs of Hyderabad Rupees, the Nizam here by agrees to assign the districts mentioned in the accompanying Schedule marked A., yielding an annual gross revenue of about fifty lakhs of Rupees, to the exclusive management of the British Resident for the time being at Hyderahad, and to such other officers, acting under his orders, as may from time to time he appointed by the Government of India to the charge of those districts.

ARTICLE 7.

By the 12th Article of the Treaty of 1800 the British Government can in time of war call upon that of His Highness the Nizam to furnish nine thou sand cavalry and six thousand infinitry to accompany the British troops in the field.

(wheth gly troops .

hereby declared that the Nizam shall not be called upon at any time by the British Government to furnish any other troops but those of the subsidiary force and the Hyderahad Contingent, and that part of the 12th Article of the Treaty of 1809, which requires the Nizam to furnish nine thousand cavalry and six thousand infantry is accordingly hereby appulled.

ARTICLE 8

The districts mentioned in Schedule A are to be transferred to Colonel ill be received

Government,

shall always

render true and faithful accounts every year to the Nizam of the receipts and dishursements connected with the said districts, and make over any surplus revenue that may exist in His Highness after the payment of the contingent and the other items detailed in Article 6 of this Treaty

ARTICLE 9.

This Treaty, consisting of nins Articles being this day concluded and settled by Colonel John Low, on, in behalf of the Honourable the hogiest Lot Louis. Last India Comjany, with the Nawab Arzam ool Moolk Ausuph Jah Baha door, Colonel Low has delivered nne version thereof, in English and Persian, signed and scaled by himself, in the Nawah, whn on his part has also delivere! one copy of the same to Colouel Low, duly executed by His Highness, and Colonel Low hereby engages to deliver a copy of the same to His Highness the Nizam, duly rathled by the Governor-General in Council, within thirty days from this date.

bigned, sealed, and exchanged at Hyderabad, 21st May A D. 1853, 12th Shaban A H. 1269.

The initials of the Nizam

The Scal of Colonel Low (Sd.) J. Low, Colonel, Resident at Hyderabad.

Dalnousiz.

, J. Lowis.

J. Dorin.

Ratified by the Most Noble the Governor-General of India in Council at Port William in Bengal on the 8th June 1853.

(Sd) C ALLEY, Secy. to the Gott. of India.

A.

Schedule of Districts in Berar, Payen Ghal, the Raschore Doad, and borders of the Sholopore and Almedungur Collectorates, Bombay Presidency, transferred to the management of the Sential Renders at Ilyderated, agreeably to the provisions of the 6th Article of the Treaty of 1853 (Fusice 1203), entered usto by the Honourable East India Company with His Highwest the Nurse.

The Districts in Berst, Payen Ghat, transferred to British management are those bring to the north of the range of I ills which extends from Adjust the on the work to Woon, near the Wurdah, on the east. Any rillages not named undermosth, within the above-mentioned boundary, will be included here.

1,036

1.468

. 1,00,000

1.00,000

. 1,05,219

20,000

*8 500 \$5,000

59,843

30,371

23 912

7.911

. 19,08,745

Bowenbur

Scerala -

Poosda .

Akote .

Urgaon .

Julgaon .

Jamodee

Morsee .

Malchat .

Carned over

Pela

Urgaon (small)

Julka

after among those transferred to the management of the British Resident at Hyderabad— $\,$

PERGUNNA

			PERGU	INNAH.			
Ankela			1,24 944	Brought forw	ard		10,25,543
Dhianda .			1,33,844	Dhoolghat			2,401
Baragaon .			17,281	Scongson			7,500
Theogaca .			61,425	Moondgrum			1,500
Kurar Balughat			2,250	Juroor			9,000
Posad ditto			17,159	Karla			8,020
Argaon			10,000	Bhailkheira .			2 563
Nursee Balugha	t .		73,129	Comrawutee			58,412
Mahore ditte			14 360	Pathore Sharkh Baboo			15,531
Chichele ditto			12 722	Barsee Taklee			12,075
Larkbair .			4.556	Babun			3,881
Yawak, alias Y	awath	Mahal	2,287	Nandgaon ,	:	,	18 593
Kulum			2,510	Pathooda			24,001
Chiknee .			2,501	Ponjor	:		16 583
Mehagaon .			11,370	Peepulgson Raja			37,946
Nargaon .			975	Bonerrabeebee			37,759
Balagaou			8.750	Kolapoor			\$3,807
Punder Kowra			2,000	Thulagson			21,173
Bokshee Kheir			2,003	Tiktal	·		3,500
Wunmaidee .			29,033	Lakpouree			2,401
Munha			12,000	Raoja			1,500
Boodnara Pooly	ee .		32,068	Buroor			90,394
Boonkee			2,702	Soorly			2,991
Dhamodee, alsa	s Dhan	oree	18,923	Unjingaon Baree .			2,918
Gooboo			6,000	Secreeals, alsas Tecrala			7,014

•14,000

43 000

10,000

°5,000

1.500

77,000

97,000

35,165

36 000

3000

15,000

. 10.25 543

. 1,25,000

Nowsaree

Bukee .

Elichpoor

Unjingson

Dhamor

Akolı .

Bulgaon

Salood .

Kuruchgaon .

Budperagungaes

Papoo, alias Papul .

Carned ovar

Punchgawar .

PERGUNNAH-concluded

	PERGUNNAH-	-Chacteren	
Brought forward	. 19,09,745	Brought forward	. 21,79793
Punjmahagaon	51,921	Коотига	. 18 000
Reithpoor	. 61,710	Moortuzapoor	45,000
Chinchono	. 11,139	Mungaloor Par	40,000
Khed Beloors	. 14910	Koora	45,000
Secona	14.820	Mangaloor Dustigeer .	. 12 000
Banoda	17,855	Kusha Korum Kheir, etc.	. 8,709
Bathkoles	39,596	Dhumej, etc	δ.320
Pathrote	1,37,932	Assulgaon	10,105
Malkheira	10871	Akule	9,000
Palus Kheir	10,011	Balapoor	2,41,575
Sawnrgson Taklee	2,500	Mulkapoor	. 51,319
New Pursoopundit	8,360	Raichore	2 499
Nandgaon Kazes	13,263	Rajoora	3,742
Davikota	3,226	Rohenkheir	2 491
Dhemunko	2 699	Chandore	20,727
Parsolee	2,200	Naudoora	9,846
Manjurkheir	8,525	Nandgaon	3,736
Comrawutes Ranes .	4.665	Jeyroor	. 4,146
Hewar Kheir	22,601	Kolles	. 990
Amonic	6 855	Devulghat	. 17,055
Simegaon	19,189	Darraugree	. 6,159
Danapoor	75,000	Dans	17,436
Manna	. 22 000	Kampjabeebee	. 23,835
Girowlee	10,000	Karee Dhamini	14,297
		Kamurgaon	. 2,230
Carried over	24,79,703		
	-	Total Ra.	. \$0,95,300
Deduct amount of perso	nal jagbures marke	ditbus	. \$5 000

The above amount is exclusive of deh sador, rooscoms, muktas, yeomeeas, enams, and all charitable allowances, hitherto held, which will only be paid to the several claimants after ther have established their rights by the production of proper Sunnuls or other official documents acknowledged to be correct by the Nizam's government.

Total Ra.

. 37 67,309

. 107,872

Districts in the Raichore Doab transferred to the management of the British Resident, the boundaries of which are the river Krishna and Tombuddrah on the north, south, and east, and the Honourable Company's frontier belonging to the Bombay Presidency on the west. Any talookas or villages not named underneath, within the above-mentioned boundary, will be included hereafter among those transferred to the management of the British Resident at Hyderabad.

The Gudn	ral Peshkush .								1,15 000
Pergunnal	h Huvellee Raichore	etc, M	ahalat						3 90 380
Ditto	Kanghery, etc , and	Gooboo	r and	Thara	ina.				2 22 280
Ditto	Koopul etc.					,			1 84 887
Datto	Moodkee and Mood	gul .							59 063
Ditto	Gungawottee .								66 860
	_						Total	Rs.	11 51 342

Pergunnah Deodoorg, etc., and the talooks of Kadloor, etc.

No claims in these districts will be allowed for personal jugitires hitherto held till the rights to the same shall have been established by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's Government.

The above rule is also applicable to roosooms, muktas, yeomeeas, enams, and all charitable allowances

Districts on His Highness's Western Frontier bordering on the Honourable Company's Bombay Collectorates of Ahmednuggur and Sholapore

I.—The sixteen villages in the Beer district, on the boundaries of the Jamkhair talooka, in the Honourable Company's territory, namely —

		Revenue	Revenue
		Reap	
Karégaon		. 902 11 :	
Hutola		. 773 14	
Khoptee		. 574 5	6 Bitelha . 1,452 3 9
Bhudkul		. 740 5	6 Bawes 505 0 0
Morala		1 595 13	0 Jam 292 0 0
Meenda		374 7	O Varnet 624 3 0
Warjur		. 1,189 0	O Madmapoor 232 10 0
Roopoor		. 104 8	
Kotun		. 1,965 4	0 7010 0 0
			Total Re . 13 181 0 0

. 8220 5 3

Carried over, Es

II .- All the villages in the districts of -

Katee	Nuldoorg
Mardee	Tooljapoor
Peranda	Lohars.
Dharaseo.	Gunjotee
Bhoom	Alund
Kollam.	Afzulpore.
Latoor.	

And which districts are within the boundaries on the north and east of the Manjira, on the west on the Honourable Company's territory in the Ahmedauggur and Sholapore Collectorites of the Bombay Presidency, on the south of the Bheema, and on the east in as direct aloes as empossibly but drawn between the town of Nettoor on the Manjira, and Afzulpore on the Bheema, yielding a gross revenue of about eight lakes of Rupees per annum, exclusive of personal jaghires, yeomecas, rossooms, and charitable allowances.

No claims on these districts will be allowed for personal jaghires hitherto held till the rights to the same shall have been established by the production of proper Sunnuds or other official documents acknowledged to be correct by the Nizam's Government.

The above rule is also applicable to rootooms, yeomeeas, enams, and all charitable allowances.

The talookar delailed hereafter, belonging to Surf-i-Khai, und the noblemen mentioned un termeath, will be left to the receive management of the Officers of couled for that furpose by the Hyderabad Government.

FIERAR

Pudnera Gangace				19613	Ironel	forward	. 2.35,674
Portgetan .	•			34371	Chuckena .		. 11,127
taked . Lapun aless Papul	:	•	:	73912	hledle.com	٠.	14.2.0
l'ung Melagaun	:	:	:	E1 921	1 creda .	: :	17,833
Leithpoor .	•	•	٠	CI 210	lab Le're .		. 2.2.05
Carr	nd c	ref	- :	:5 (/5	l'arint Malahera Polas Lierra	: :	137,32

Total . 491,8

Jaghtre Talookas belonging to Siraj-ool-Moolk Bahadoor.

Dhureeapoo Manna . Garowlee Koorom	or .	: <i>:</i>		. 75,000 . 22,000 . 10,000 . 18,000		Brought forward Moortezspoor Mungalour Dustigeer Mungalour Pir Kora	. 1 25 000 . 45 000 . 12 000 40 000 . 45 000
	Carrie	d	DVĖT	• :	1,25,000	Total	2 67,000

DOAR TALOGEAR

Belonging to Surf 1 khas

Taloolas on the west of His Highness the Nizam's Terrstories, bordering on the Collectorates of Ahmednuggur and Sholapare

Surf : khas

Vil ages in the Lohara Talooka

Mooshkee and Moodgul

Gunjotes ..

Shums ool Comrab Bahadoor a Talooka of Afznlpoor

In lieu of the deficiency in the originally estimated value of the western district bordering on the Sholapore and Ahmedingam Collectorates, transferred to British management, abo in tiru of certain Surf's khar villags in the Yalley of Berar, sweeted in the preceding lists, and the jaghire of Bhom, belonging to Rayah Viryon Bahador, all a delailed below?

_

		DETAIL				
Deficiency in the estim	ated	l amount of	gross	revent	e in the	4.58 506
Western Districts	•	•			•	4,05 000

SURF I KHAS

Names of Villages

Pandarkoora	•	•	•			•		2 000
Mombhar								2000
Pergunnah Bu		Pooljee						2 068
Savurgaon Tal	Jee			•		•	•	2 500

Perguifuah Bhom, Rajah Urj on Bahad or 49 565

Rupees . 5 48 174

His Highness the Nizam transferred to the management of the British Resident at Hyderabad the talookas mentioned underneath in the Province of Balaghal, Berar.

"	ar, Derair.										
					List						Rs.
	Perguunah	Mebkur									38,339
	Ditto	Sindkhair									17,588
	Ditto	Mulkapoo	r Pan	gree							11.350
	Ditto	Seoolee									13,451
	Ditto	Lontar									8,937
	Ditto	Wakhud									5.159
	Ditto	Gatpooree	1								6,279
	Ditto	Karoomat		ì							7.511
	Ditto	Futch Kt	elda								27,666
	Muoje Kop	ta .								٠	722
	Kusha Dot										4,109
	Sayur, etc.,	of the abo	ve Ma	halat							7,563
	Pergunnah										60,891
	Ditto	Ounda									
	Ditto	Sirpoor									22,857
	Mouza Moo										1,296
	Pergunnah	Kulumno	oree								88,770
	Ditto	Oomurkh:	ir				:				89,203
	Ditto	2 amsa									15,054
	Ditto	Munnata									8,171
	Ditto	Sewala					•				24,515
	Ditto	Sewala Patchlage	on								8,470
	Ditto	Nandapoo	. f 10	,981	ì	•					26,630
			" { 15	,619	•	•	•	•	•	•	
	Kusha Seng	aon .		٠	•	•	•	•		٠	2,731
	Muoje Chic						•	•	•	٠	829
	Ditto Daw						•	٠	•	٠	1,843
	Ditto Urse		ber vi	llages	, Perg	unnal	Koor	01	•	٠	5,142
	Muoje Dha		•	•	•	:	•			٠	8,012
	Ditto Leh,		•	•	•	•	•	•		٠	1,869
	Ditto Koo			•	•	•	•		•	٠	5,000
	Ditto Salay					•	•	•	•	٠	14,000
	Villages in					•	•		•	•	6,656
	Ditto	Talook			•	•	•	•		•	6,000
	Monza Cha:	idoor, l'erg	teamor) gub	oor.	•	•	•	•	٠	433
	Ditto Unto	r	•	4,895							
	Ditto Davi		denne	h Sin	dkbai	r			•	٠	2,345
	Pergunuah		•		•	-	•	•		•	6,159
	Ditto										12,257
		Darsoor, w	ith vil	lages							6,079
	Mouza Kun	aut .									650
										_	

. 5 48 601

TOTAL

List of Pergunnahs, Kusbas, and Muojes in Balaghat, Berar, agreeably to their estimated value in Schedule A of a Treaty between the Honourable East India Company and His Highness the Nizam, ratified on the 13th June 1853, which have been restored to His Highness the Nizam's immediate authority in accordance with instructions conteyed in a dispatch from the Government of India, No 4409, dated the 18th of October 1853

		R,
Pergunuah Oomur Khair		. 89 203
Ditto Kulumpooree -		38 770
Ditto Nandapoor		. 26 600
Ditto Sewala		. 24 515
Ditto Quada		20 197
Ditto Tamsa		15 Os5
Ditto Munnata .		8 171
Ditto Chicole		12722
Ditto Mahagaon		11 370
Ditto Patchlagaon		. 8 470
Muoje Dhar		. 8012
Ditto Leh, etc		1,867
kusha Seogaon		1 731
Pergunnah Kurar		2 %00
Villages, Pergunnah Kurar .		6 6 6
Ditto Talcoka Kurar		. 6000
Muoje Salapoor Pergunnah Patree		. 14 000
Ditto Koorurgaen		5 000
Ditto Untolee and other villages of Pergunnah Chintore		. 4890
Ditto Chickultana Pergunnah Chartana		849
D tto Ursolee and other villages of Perguanah Kooror		. 5142
Ditto Moongla Pergunnah Sirpoor		1 286
Ditto Chandoor, ditto		438
Тот.	L	3 13 183

Dated at Hyderabad, 22nd November 1853 (20th St ffur 1270)

(Sd) C DAVIDSOY,

Officiating Resident

No XCIV.

SUPPLEMENTAL TREATY between HER MAJESTY the QUEEN OF GREAT BRITAIN ON the one part, and HIS HIGHNESS the NAWAB UFZUL OOD-DOWLAH NIZAM-OOL-MULK AUSUPR JAH BAHADOOR ON the other part, settled by Lieutenant-Colonel Cuthrert Davidson, od, Resident at the Court of HIS HIGHMESS, by virtue of full powers to that effect vested in, him by HIS Excellency the Right Honourable Charles John Lane Canning, go, Viceroy and Governor-General of India, and one of Her Majesty's Most Honourable Privy Courgle—1860.

Whereas it will be for the convenience of both the contracting parties to the Treaty of 1553 and will simplify the relations of the two Governments, if certain modifications of that Treaty are made, and whereas certain matters not dealt with in that Treaty call for adjustment between the two contracting parties, and whereas it is the desire of the Governor General in Council to give all possible solemnity to certain acts marking the high esteem in which like Highness the Nizam is held by Her Majesty the Queen, therefore the following Articles have been agreed upon and determined between the Viceroy and Governor General on behalf of Her Majesty, and the Nawab Ufzul cod-Dowlah Nizam-col-Mooll, Ausunb Jah Bahadoor

ARTICLE 1

All Treatics and engagements between the two States and not contrary to the tenor of this engagement are hereby confirmed by it

ARTICLE 2

The Viceroy and Governor General in Council cedes to His Highness the Nizam in full sovereignty the territory of Shorapore

ARTICLE S

The debt of about fifty (50) lakes of Hyderabad Rupres due by the Nizam to the British Government is hereby cancelled

ARTICLE 4.

His Highness the Nizam agrees to forego all demand for an account of the receipts and end of the recei

future expenses of administration, the amount of such expenses being entirely at the discretion of the British Government

ARTICLE 5

The Viceroy and Governor General in Council restores to His Highne 8 the Nizam all the Assigned Districts in the Raichore Doah, and oo the western frontier of the dominions of His Highne's adjoining the Collectorate of Abmedonggur and Sholapore

ARTICLE 6

The districts in Berar already assigned to the British Government under the Treaty of 1853, together with all the Surf i Khas talooks comprised therein, and such additional districts adjoining thereto as will suffice to make up a present annual gross revenue of thirty two (32) lakes of Rupees currenty of the British Government, shall be held by the tripish Government in trust for the payment of the troops of the Hydeiah id Contingent, Appa Dessaye's choot, the allowance to Violuput Ram's family, and certain pensions men touned in Article 6 of the said Treaty.

ARTICLE 7

The Surf i Khas talooks and additional districts mentioned in the foregoing Article are to be transferred to the Resident as soon as this Treaty is ratified.

ARTICLE 8,

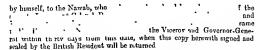
His Highness the Nizam cedes to the British Government in full correctionty all the possessions of His Highness on the left back of the river Godavery and of the river Wynn Gungah above the confinence of the two rivers, sir, the talooks of Rakapilly, Buddrachellum, Cherla, Albaka, Noosoor, and Sironcha

ARTICLE 9

The navigation of the river Godave y and its tributaries so far as they form the houndary between the two States, shall be free, and no customs duties or other cesses shall be levide by either of the two controting prities, or by the subjects of e ther, on goods pissing up or down the aforesaid rivers.

ARTICLE 10

This Treaty, consisting of ten Articles, being this day concluded and settled by Lieutenant Colonel Cuthbert Davidson, or no behalf of the Viceroy and Governor General of In in, with the Nawab Ufzul and Davids Nizam ool Wooll. Ausuph Jah Bahadoor, Lieutenant Colonel Cuthbert Davidson has deliveted one version thereof in English and Persian, signed and seled



Signed, sealed and exchanged at Hyderabid on the twenty-sixth day of December, A.D. 1860, 12th Jummadee-sance 1277 Hegira

Scal (Sd.) CUTHBERT DAVIDSON,
Resident,

Scal (Sd.) CANNING.

Ratified by His Excellency the Viceroy and Governor-General of India, in Camp at Americation, on the dist day of December 1860.

(Sd) A R Ynung, Offg Secy to the Goot of India.

No XCV.

Translation of a letter from His Highness the Nizam's Minister to the Resident, Hyderabad, No. 917, dated 29th March 1875.

In repli to som letter No 492, dated 6th instant, affording further information relating to a proposal emanating from the Government of India that Article 3 of the Commercial Treaty (f. 1802, which provides for a free transit of all riticles of produce and manufacture between the territories of the contracting parties, may not be held to apply to the transit of salt produced in His Highness the Nixim's territoria, and enquiring whether there is any objection on the part of His 1'. G. measure, I have the known to state transit of salt from His Highness's of the Treaty under reference, yet as it is often found necessary with due

regard to the interests of both Governments, and in compliance with expediency and exigences of the times, either to not temporarily in contrarention to the terms of a Treatr, or to amend its provious, I also scree with the Government of Iudia in the advisability of the priposal under reference, and have accordingly issued instructions to those Talookdars in whose districts salt is produced to any considerable extent, enjouring them that although salt is not at present exported to British territory from His Highnes's country owing to its limited production, nevertheless care should be taken to provide against any person hereafter entertaining the idea of exporting it to British territory.

No. XCVI.

TRANSLATION of a Note from the MINISTER to the RESIDENT, dated 13th August 1860 = 24th Mohurrum 1277.

Nour note of yesterday's date, No 1216, regarding land required for the Raichore Doab District has been received. Agreeably to your proposal the lands requisite for the above purposes between Pangtoor and Kurnool, and in the Moodgal District, will be granted by this Circar if the Raichore Doab is restored to His Highness I hegt to add that all cowls and agreements which have been entered into by the District Officers in the districts will be adhered to and respected during the period which they have yet to run

No XCVII.

MEMORANDUM of Terms of an Agreement entered into between the British Government and the Government of His Highness the Nizam for the construction of a Rallway from the Great Indian Peninsular Rallway near Goolburga to Hyderaran—1870.

The Government of the Nizam will, with the aid of the shareholders in the Railway, as already arranged, provide all the capital required for the construction, manutenance and warling of the Railway, including provision of land and payment of necessary compensation, survey, and so forth, the whole cost of which is now estimated at about one crore of British Rupees, the supply of all requisite rolling stock and other equipments being included

The British Government engages to construct and manage the Railway through the Resident at Hyderahad in hehalf of the Nizam's Government on the following conditions

3 The prepara
have been already
orders of the Resude
consuderation of the Minister of the Nizam, who shall be at liberty to offer

his opinions and suggestions thereon. The Resident will forward the project and estimate with the remarks of the Minister and his own opinions to the Government of India, which will determine all questions arising as to the proposals put forward.

- 4 The Resident will commonly correspond direct with the Government of India and issue any needful orders as to the Railway as occasion may arise But on matters of importance he will not refer to the Government of India or issue orders, unless in case of great urgency, without consulting the Minister, who will promptly express his opinion on the question at issue The Minister will also at all times communicate to the Resident on any matter relating to the Railway to which he shall desire to draw attention All such communications and their results shall be reduced to writing and recorded
- 5 The Nizan's Government will not issue any orders regarding the Railway to any officers or servants employed on the line, but all necessary communications will be made through the Resident or such officers as he shall appoint for this purpose Summonses will be dealt with as is usual in such cases
- 6 The Resident in carrying ont the business connected with the Railway will exercise the same control over the Engineers and other persons employed on it as he exercises over other officers and persons employed in like duties within his administrative jurisdiction
- 7 All the Engueers and other persons employed on the Railway will be appointed under the Resident or by him in the manner customary in the Piblic Works Department, but they shall be regarded as servants of the Nizam's Government. The employment of all Europeans will be subject to the reservations made in the Treaties between the two Governments, and Furopean British subjects employed on the Railway will be dealt with in accordance with the rules existing from time to time for dealing with such persons in Foreign States
- 8 Any persons in the regular service of the British Government transferred for employment on the Railway shall have preserved to them the claims for leave, absentee allowances and pension, etc., which they had while in the service of the British Government, and the Nizam's Government will make suitable mrangements to meet the payments for salances and a proper proportionate contribution for leave, allowances and pensions of such persons
- 9 The Railway Police shall be established on the same system as on the part of the Great Indian Peninniar Railway in the Nizam's territories, and shall be placed under the general control and direction of the Resident.
- 10 The general Railway Act applicable to Railways in British India shall be made applicable to the Railway and its management as far as circumstances will admit
- 11. Regular yearly or half yearly Judicial Returns of all cases dealt with in connection with the Railway shall be furnished to the Minister

- 12. The accounts of the construction and working of the Railways shall be kept in Hales Succa currency, and in the general manner adopted on the Railways of the British Government. Half yearly accounts will be furnished to the Ministers in such form as shall be agreed between him and the Resident.
- 13 Half yearly or yearly Returns of the working of the Railway and of the traffic will be prepared as enstomary on British Railways and furnished to the Minister together with the uncome, whatever it may be, every six months, the Minister advancing from time to time such sums as the Resident may require for the payment of establishments and the maintenance and working of the Italians.
- 14 The stores and materials obtained from England for the Railway will be charged to the Nizam's Government on the same system that is followed in making similar charges for the Railways of the British Government, and the payments will be beld to be due when the charges are so made in the accounts. The payments will be made at Hyderabad at the ordinary rate of exchange fixed from time to time for other transactions between the two Governments or hopodees for the amount will be granted by the Nizam's Government on such places as may be deemed requisite
- 15 A yearly or half yearly estimate of the requirements of cash for the Railway shall be communicated at suitable times to the Minister, who will make needful arrangements for the supply of funds at convenient places along the line, and no demand for a supply of money will be made in excess of the estimated amount for each period
- 16 The Railway will be called the Nizam's State Railway It will be the reclusive property of the Nizam's Government, which will receive all the profits derived from the working
- 17 The Engineer who holds the appointment of Secretary in the Public Works Department of the Nizim's Government will be at liberty to inspect all the works of the Railway at all times, and all reasonable facilities shall be given to him in such inspections for ascertaining bow the worls are being constructed and the Railway worked
- 18 The Troops, Military Stores and Pollec of hoth Governments shall be carried on the Kailway on the same general terms and system as are in force on Railways in British India
- 19 The Mails of both Governments will be carried free on the Railway and the arrangements for the postal service shall be regulated as nearly as possible as on Railways in British India
- 20 It shall be left to the British Government to decide whether they will construct the Telegraph along the Railway at their own cost, and so work it, or whether it shall form part of the Railway But under any circumstances so many wires shall be secured for the use of the Railway as are required for the proper working of the traffic, the Krazar's Government in such a case bearing a proper proportionate chare of the cost of maintenance and woulding.

21. This agreement may be modified at any time by mutual consent.

Muktar-ul-Moolk. Shums ul-Umra Kabeer (Sd.) C. B. Saunders, Resident at Hyderabad.

Dated 19th May 1870, corresponding to 17th Safar 1287 Higree.

Memorandum of Alterations in the Agreement between the two Governments for construction of State Railway.

Heading -No Alterations.

Paragraph 1.—Addition after * * the Nizam will "with the aid of the shareholders in the Railway, as already arranged," provide * * Addition after * * for the construction, "maintenance and working" of the Rail-

Paragraph 2 .- No alterations.

Paragraph 3 .- Ditto.

Paragraph 4,-Ditto.

Paragraph 5 .- Ditto.

Paragraph 6 .- Ditto

Paragraph 0.-Ditte

Paragraph 7 .- Ditto.

Paragraph 8 .- Addition after * * * allowances and pension, etc., which * *.

Paragraph 9,-No alterations.

Paragraph 10 .- Ditto.

Paragraph 11 .- Ditto.

Paragraph 12 - Ditto.

Paragraph I3.—Addition after * * * furnished to the Minister
"together with the income, whatever it may be,
every ris months, the Minister advancing from time
to time such sums as the Resident may require for
the payment of establishments and the maintenance
and working of the Railway."

Paragraph 14.—Addition after * * * between the two Governments "or boundees for the amount will be granted by the Niram's Government on such places as may be deemed requisite."

Paragraph 15 -No alterations

Paragraph 16 .- Ditto.

Paragraph 17 .- No alterations

Paragraph 18 .- Ditto. Paragraph 19 - Ditto.

Paragraph 20 - Expunged after interest on first cost"

Paragraph 21 .- No alterations.

The 30th May 1870,

(Sd.)

C. B. SAUNDERS,

Resident.

maintenance and "and of

No. XCVIII.

TRANSLATION of a SUNNUD from the NIZAM'S GOVERNMENT, dated 30th Zehidge 1277 Hegira (10th July 1861).

Whereas many Europeans, foreigness and others, descendants of Europeans, and born in India, are resident in the territory of His Highness the Nizam, and as disturbances arise amongst themselves and the inhabitants of ın t wit

dae from time to time consider it desirable to vest with the same, shall be empowered to enquire into and punish any such offences.

No. XCIX.

ADDPTION SUNNUD granted to His Highness the Nizam of HYDERABAD.-1862.

Her Majesty " 1 Princes and Chiefs of Inc retnetuated, and that t continued; I bereby, in fulfilment of this desire, convey to you the assurance

that on failure of natural heirs any succession to the government of your State, which may be legitimate according to Mahomedau law, will be upheld1 41 4 1 1

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, grants or engagements which record its obligations to the Botch Government.

Dated 11th March 1562.

(Sd) CANNING

No O.

Extradition Treaty between Her Majesty the Qheen of Great Britain and His Highness the Nawar Uzzhl-ood-Dowlah Nizan-ool-Moolk Asuf Jah Bahadoor, gcs.i., executed by Richard Temple, Esq. cs.i., Resident at the Cohet of Hyderard, hy virtuo of full powers vested in him by His Excellency the Right Hoverle Sir John Lund Mair Lawrence, Barolet, gcb and gcsi, Viceroy and Governon-General of India, on the one part, and Sir Salar Jing Mookhtar-ool-Moolk Bahadoor, ccs.i., by virtue of full powers vested in him by His Highness the Nawar Upzul-ood-Dowlah Nizan-ool-Moolk Asuf Jah Bahadoor, gcs.i., on the other part.—1867

· ARTICLE 1.

The two Governments hereby agree to act upon a system of strict reciprocity, as hereinafter mentioned.

ARTICLP 2.

Neither Government shall be bound in any case to surrender any person not being a subject of the Government making the requisition. If the person claimed should be of doul full nationality, he shall, with a view to promote the ends of justice, he surrendered to the Government making the requisition.

ARTICLE 3.

Neither Government shall be bound to deliver up debtors or civil offenders, or any person charged with any offence not specified in Article 4.

ARTICLE 4

Subject to the above limitations, any person who shall be charged with . having committed within the territories belonging to, or administered by,

the Government making the requisition any of the undermentioned offences, and who shall be found within the territories of the other, shall be surreadered:—The offences* are, mutiny, rebellion, murder, attempting to murder, ripe, great personal violence, maining, dacoty, thuggee, robbery, hurgiary, howingly receiving property who have also been also as a basility, theirs of property exceeding 100

a dwelling liouse and stea forgery, or uttering forged documents, counterfeiting current coin, Laowingly attering base or counterfeit coin, embezzlement, whether by public officers or other persons, and heing an accessory to any of the abovementioned officenes

ARTICLE 5.

In no case shall either Government he bound to surrender any person accused of any offence, except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality as, according to the laws of the country in which the person accused shall be found, would justify his apprehension and sustain the charge if the offence had been there committed.

ARTICLE 6.

The above Treaty shall continue in force until either one or the other of the high contricting parties shall give notice to the other of its wish to terminate it, and no longer.

ARTICLE 7.

All existing engagements and agreements shall continue in full force.

Signed, sealed, and exchanged at Hyderabad on the eighth day of May in the year of our Lord one thousand eight hundred and sixty-seven.

> Mookhtar ool Moolk

(8d)

R. Temple,
Resident.

Ratified this day.

(Sd) John Lawrence,

Governor General.

The 25th May 1857. (Sd.) W. Mure, Seey to Gott., Foreign Dept.

The offence of kelnapping and abdaction was subsequently added to this list in correspondence with the Nizam's Government (see letter from Resident, Hyderabad, No 133, dated 18th March 1834).

No. CI.

AGREEMENT made between His Highness the Nizam and the Government of India—1887.

Whereas a Treaty relating to the extradition of offenders was concluded on the 25th May 1867 between the British Government and the Hyderalad State, and whereas the procedure presembed by the Treaty for the extradition of offenders from British India to the Hyderabad State has been found by experience to to less simple and effective than the procedure presembed by the law as to extradition of offenders in force in British India, it is hereby agreed between the British Government and the Hyderabad State that the provisions of the Treaty presembing a procedure for the extradition of offenders shall no longer apply to cases of extradition from British India to the Hyderabad State, but that the procedure presembed by the law as to the extradition of offenders for the time being in force in British India shall be followed in every such case

Signed at Hyderabad, Deccan, on the twenty-first day of July one thousand eight hundred and eighty seven.

(Sd) MIR MAHBOOB ALI KHAN.

J G CORDERY.

British Resident at Huderabad

" DUFFERIN,

Viceroy and Governor-General of India.

This Agreement was ratified by His Excelleney the Viceroy and Governor-General of India, at Simla, on the twelfth day of September A D one thousand eight hundred and eighty-seven

> (Sd) H. M DURAND, Sery to the Govt of India, Foreign Department.

No CII

- Translation of a Letter from His Highness the Nizam's Minister to the Resident at Hyderabad, No 3805, dated 11th November 1871.
- I heg to acknowledge the receipt of your letter No 2590, dated 3rd November 1871, containing expressions of friendship and assurance. The former circumstances to which you have been pleased to allude are all strictly true, hecause exchanges of villages could not be effected without obtaining the orders of His late Highness Afzal ad Dowlah, and I was not able without information of all points, to make solicitations on any subject. By means of Mr Cidery's letter preliminary arrangements were made for ascertaining, through the action of the boundary settlement, the circumstances and condition of the villages requiring to the exchanged, and now both Shams il Umara Anter i Kiheer Bahadur and myself are prepared to have, as suggested by you, the Bera houndary rectified.
- 2 With reference to the 18th paragraph of your letter containing an alliasion to certain apprehensions to which I gave expression in conversation with Major Tweedie, you may rest assured that no apprehensions in regard to the settlement of the houndary or any such arrangement emanating from yourself were entertained by me, hecause the boundary settlement, being condicive only to good administration, cannot give rise to any apprehensions. The only doubt entertained by me was that in the absence of any prehimmary explanation the exchange of anassigned for assigned territory would result in difficulties in the event of Berar being returned to this Government. Otherwise there is not the least doubt in regard to any arrangement made by the British Government. On the contrary, it is a matter of certainty that any advice given by the British Government is for the advantage of this Government, since the former is, and always will be, a supporter of the latter
- 3 All the explanation that has been considered necessary has now been given by me I have also to acknowledge the receipt of all your kind letter.

on receipt of sanction from His r the exchange, but even should the Nizam's Government are in

- 4 This Government binds itself to respect all concessions granted by the British Government during their administration of the said tracts
- 5 In conclusion, I have much pleasure in hinging to your notice the good services of Mr Hobson, the Revenue Officer deputed for this work, who

personally undertook the trouble of drawing up the necessary maps, and supplying our T nmy Office, with copies and for all kind this work. I would therefore request that the officer. All English papers connected with the subject will be returned, after copies of them have been taken, together with the maps.

Land and Villages now under Assignment, and proposed to be transferred. LIST OF LAND AND VIELAGES AFFECTED BY PROPOSED TRANSPERS.

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LIST OF LAND AND VILLIGES AFFECTER BY PROPOSED TRANSFERS

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LIST OF LAND AND VILLAGES AFFECTED BY PROPOSED TRANSPERS

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Abstract showing area and revenue of land and sillages proposed to be trans ferred from Unassigned to Assigned Districts

Total area

117,125 Beegahs = 87,844 Acres

= 25,393 Acres

Total cultivated

33 841 ditto

Total revenue 22,963 H S Rapecs = 19,626 Government Rupees

A B -The above Returns are as supplied by the Talookdar, but not venified by Survey

Abstract showing area and revenue of land and villages proposed to be trans ferred from daugned to Ungangned Districts

Total area Total cultivated 70 703 Acres 35 902 Acres

Total revenue

21 253 Government Rupees

(Sd) E A HOBSON.

Boundary Settlement Officer, Huderahad Assigned Districts

No CIII

MEMORANDUM of AGREEMENT between the BRITISH GOVERNMENT on the one part and the HYDERABAD STATE on the other concluded by Colonel Peter Stark Lumsden, CSI, duly authorized by the Vicerox and Governor General of INDIA in Council for that purpose, and His Excellency SIR SALAR JUNO, G CS I, and NAWAB SHUMS OOL OMRA BAHADOOR, on behalf of the Hyderabad State-1872

Whereas in a Treaty concluded on the 2nd December 1871 between the Brit sh Government and the Gwalior State, it is provided, among other things,

that His Highness the Maharajah of Gwalior cedes to the British Government his rights and interests in every description in the villages named in Schedule B annexed to the said Treaty, a copy of which Schedule is attached to this Memorandum of Agreement,

And whereas the said villages are situated within the territorial limits of the Hyderabad State,

And whereas for reasons of State and for the advantage of both contracting parties, it is desirable in transfer in the Hyderabad State the rights and interests aforested

The following terms are hereby agreed upon -

(1) The British Government cedes to the Hyderahad State all its rights and interests of every description in the villages named in Schedule B annexed to the Treaty concluded between the British Government and the Gwalior State on 2nd December 1871

(2) In consideration of the afore-aid cession, His Highness the Nizam Higherabid cedes to the British Government in full sovereignty the ullages named in Schedule A annexed to this Memorandum of Agreement with all his rights and interests thereon

Dated at Hyderabad, the 13th day of August, 1872

Seal and s gnature of Ameer 1 Kabeer (Sd) P S Lumsden, Colonel,

Officiating Resident

Seal.

Seal and s gnature of 5 r Salar Jung

(Sd) Northbrank

€al.

Ratified by His Excellency the Viceroy and Governor General of India, at Calcutta, on the eighteenth day of December 1872

(Sd) C U AITCHISON,

Secretary to the Govt of India,

Foreign Department.

SCHEDULE A.

Being list of villages ceded to Bombay Government by the Hyderabad State, annexed to this Memorandum of Agreement.

SCHENGLE B.

True copy of Schedule B. annexed to the Treaty concluded between the British Government and the Gwalnor State on 2nd December 1871, and referred to in the Preamble to Article 1 of this Memorandum of Agreement, being lut of villages mentioned in Article 2 of this Treaty.

Khegaum

Chincholee.

Mardee.

Thurudgaum.

Takulgaum.

Ralerns.

Goolwunchee.

Bhogaum.

Hippurgab. Wudice.

Bhatodee.

Attowda,

Kusha Ghunsangwee. Mouza Ooncheygaon,

" Peepulguon.

" Bhudaila.

.. Pathurwallee.

" Beerkeengaon.

" Waheegaon. " Dhorekeengaon.

.. Rahatgaon.

" Kurkeengaon,

Seal and a gnature of Ameeri habeer

(Sd) P. S. LUMSDEN, Colonel, Officiating Resident.

Seal.

Scal and aignature of Sir Salar Jung

(Sd) NORTHBROOK.

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No CIV.

POSTAL AGREEMENT

ARRANGEMENT for the Exchange of Correspondence between the Imperial Post Office of British India and the Post Office in the Territories of His Highness the Nizan—1982.

ARTICLE 1

There shall be a mutual exchange of correspondence between the Imperal Post Office of British India, hereinafter termed the "Imperal post," and the Post Offices in the territories of His Highness the Nizam, beleinafter termed the "Nizam's State post."

The term "correspondence" shall include all classes of articles which may be forwarded by post under the rules for the time being of Imperial post

ARTICLE 2.

On correspondence originating in the Nizam's State post, and destined for delivery through the Imperial post, the Nizam's State post may levy such local postage as may from time to time be directed by the Darbar of His Highness the Nizam. But all such postage shall be collected by payment in advance, and the correspondence shall he made over to the Imperial post without any claim whatseever.

ARTICLE 3

Correspondence so made over shall be treated by the Imperial post in the same way as if it had been posted originally in an Imperial Post Office, no account being taken of any Nizam's State postage already paid thereon whether in cash or by means of postage labels of the Nizam's State post

ARTICLE 4.

Correspondence which may be made over hy the Imperial post to the Rizam's State post shall be made over without claim when no Imperial postage is due and with claim when Imperial postage is due. In the latter case the claim shall be—

- (a) on correspondence originating in Office of the Imperial post termed "Inland correspondence" one-half of the amount of the Imperial postage due,
- (b) on correspondence originating in Foreign Offices termed "Foreign correspondence" the whole amount of the Imperial postage due, the term Imperial postage of the Castom Hones due to the Imperial post, or (in the case of foreign parcels) to the Castom Hones.

ARTICLE 6

On correspondence made over under head (a) of the preceding Article whether with or without claim, the Nizam's State post may levy such local postage as may from time to time be directed by the Darbar of His Highness the Nizam, but on correspondence made over under head (b) no local postage shall be levied

ARTICLE 6

Correspondence received by the Imperial post from the Nizam's State post or rice reria, which may be undeliverable, shall be returned, and on correspondence so returned to the Imperial post, the Nizam's State post shall have the right to reclaim any postage previously claimed for it under Article IV.

ARTICLE 7.

Detailed regulations for carrying out this urrangement in respect to the particular office designated for the exchange of correspondence on which Imperial postage is due, the forms to be used in exchanging correspondence, the preparation and settlement of accounts and other matters of detail shall be drawn out by the controlling anthorities of the Imperial post and the Nizam's State post in direct communication with each other, and the detailed regula tions so drawn out shall be subject to such modification as may from time to time he mutually agreed to by the said anthorities

ARTICLE 8

This arrangement shall be executed by the Darbar of His Highness the Nisma and the Resident at Hydershad, and shall be brought into operation from the 1st August 188

ARTICLE 9

This arrangement shall continue in force for one year after the date on which one of the two contracting parties shall have announced to the other an intention to terminate it.

Signed by the Resident at Hyderabad this the 15th day of August in the year one thousand eight hindred and eighty two

(Sd) W B Jones, Resident

Signed and sealed on the 10th August 1882, A D-25th Ramzan 1299, H

(Sd.) SMAR JUNG
Muktar-ul Mulk

Approved and confirmed by the Government of It dia

(Sd) C GRANT, Secretary to the Government of India

FOREIGN DEPARTMENT,

Sinla, The 5th October 1882

DETAILED REGULATIONS for carrying out the Arrangement for the Exchange of Correspondence between the Imperial Post Office of British India and the Post Office in the Territories of His Highless the Nizam, executed under date the 10th August 1882.

REGULATION I.

Correspondence originating in the Imperial post, on which no Imperial postage is due, and destined for delivery through the Nizam's State post, as well is all correspondence originating in the Nizam's State post, and destined for delivery through the Imperial post, shall be exchanged through any conveniently situated offices of the two Departments

REQUESTION 2

For the exchange of the correspondence referred to above, no form of letter hill is necessary, as no claim is imsed

REGULATION 3.

The exchange of registered articles, parcels and correspondence, originating in the Imperial post on which Imperial postage is due, destined for delivery through the Nizam's State post, shall he effected by the Hyderabid Imperial post office only in communication with the Nizam's State post office in Hyderabid.

RECULATION 4

William discount and a transfer Recording 100;

the articles in the upper portion of the letter bill, certify the amount due by the Nizam's State post at the foot of at, and return the letter bill to the Imperial office of exchange

RECULATION 5.

When returning (as provided in Article 6) undeliverable articles such as registered articles, parcels or articles on which postage has been charged by the Imperial office of exchange, the Nizam's State post shall forward therewith a claim bill in the annexed form. The amount claimed shall be verified by the Imperial post office and the certificates (original and du) locate) at the foot of the claim bill shall be signed by the Postmaster of the Imperial post office, the original certificate being returned to the Nizam's State post office and the duplicate forwarded to the Postmaster General, Madras

RECEILATION 6

From the certificates of letter bills and claim bills of each month, received from the Imperial offices of exchange, there shall be prepared, in duplicate, in the office of the Postmaster General, Madras, an account current for the month showing the net amount due by the Nizam's State post to the Imperial post. One copy of the account shall be sent to the controlling authority of the Nizam's State post and the other to the Imperial Postmaster, Hyderabad. The former, shall may to the latter the balance due

Letter Bill to be used by the imperial post office of exchange in forwarding mails to the Nizam's State post

No. dated
From—The Hyderabad Imperial Post Office,
To—The Hyderabad Nizam's State Post Office

Detine	Amount for which the Imper all office is en tilled to eredit	Amount of postage due from the Airsto a post office	REMARKS			
Inland unpaid-						
Letters including Postcards .	1 1					
Packets including News papers						
Parcels						
Foreign napaid-	1 1					
Letters including Postcards .						
Packets including News papers .						
Pareels						
Total .						
		1 1 1				

Received with registered articles and parcels, vide details on reverse

Postmaster, Nizam's State Post

Registered articles and parcels abould be detailed on the reverse of the upper portion of this letter bill

The Nizam's State Post Office at Hyderabad owes Rs being postage due as per Letter Bill No dated Post Office at Hyderabad

, of the Impenal

HYDERABAD,

Posimaster, Nezam's State Post

Details of Registered Articles and Parcels

	Wate	1K2 *			
No	Bates	Tolas	Office of despatch	Vame and address of addresses	Omes of dectination.
					Ì
	_				

^{*} Bates for Registered articles

Tolse for Parcels

Claim Bill to be used by the Nizam's State post when returning undeliversible articles on which postags was previously claimed by Imperial post office

No dated

From.—The Hyderabad Nizam a State Post Office, To.—The Hyderabad Imperial Post Office

Description of Articles	fi	mount ue or h niand ult rate rticles red by t Sta	eff efti s fo nov	enti elec e fo rec	e for end eign laim-	Amor adm Imper	itte	d by	the	Amo posta secoun lmper	ge d	se i	o be
	_		R	a	p		R	a	p		R	a	р.
Inland unpaid—	- 1									i			
Letters, including Post-cards .										1			
Packets, including News papers	- 1					l				1			
Percels										1			
Foreign unpaid-	- 1					ļ				1			
Letters, including Post-cards .	[ĺ				ĺ			
Packets, including News papers	[
Parcels	1												

Nove—The last column is this form will be hired up in the receiving Imperial post office and brought to geometry to the latter postage account. Form to 12

Registered articles and parcels should be detailed on the reverse of the original certificate attached to this claim bill.

Original Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A. P. being postage due on articles returned undeliverable.

HYDERARAD Postmatter,
Post Office, Hyderabad Imperial
Post Office.

Duplicate Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A. P. being postage due on articles returned undeliverable.

Hyderabad Postmaster,
Post Office, Hyderabad Imperial

Post Office.

Received with registered articles and parcels, vide details on reverse

Postmaster, Nezam's State Post

Registered articles and parcels should be detailed on the reverse of the upper portion of this letter bill

The Nizam's State Post Office at Hyderabad owes Rs A, P being postage due as per Letter Bill No dated , of the Impenal Post Office at Hyderabad

Hyderabad,

Postmaster, Nızam' e State Post

Betails of Registered Articles and Parcels

_					
No	Wates Astes	Tolas	Office of despatch	Vame and address of addresses	Office of dest nation.

Bates for Registered articles

Claim Bill to be used by the Nizam's State post when returning undeliversible articles on which postage was previously claimed by Imperial post office

No dated

From.—The Hyderabad Ausam a State Post Office, To.—The Hyderabad Imperial Post Office

Description of Articles	Amount of postere due at half rates for	\$./// \ 	Amount of full
	Ray	Rap	Rap.
Inland unpaid—			
Letters, including Post-cards .	·) i	1	
Packets, including Naws papers			
Parcels	1		
Foreign unpaid-	}	ļ	}
Letters, including Post cards .	Į į		
Packets, including News papers		ĺ	1
Parcels .	ļ l	J	J

Nora-The last column in this form will be filled up in the receiving Imperial post office and brought to account form to 12.

Registered articles and parcels should be detailed on the reverse of the original certificate attached to this claim bill.

Original Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A. P. being postage due on articles returned undeliverable.

HYDERABAD POST OFFICE,

Postmaster,

Hyderabad Impersal

Post Office...

Duplicate Certificate.

The Nizam's State Post Office at Hyderabad is entitled to claim Rs. A. being postage due on articles returned undeliverable.

HYDERABAD POST OFFICE. Postmaster, Hyderabad Imperial

Post Office.

Details of Registered Articles and Parcels.

No.	Wei	GHT [®]	Office of despatch	Name and address	Office of
	Pates	Tolas	despatch	of addressee	destination
·					

No. CV.

Rates for registered articles
 Tolas for parcels

OPIUM AGREEMENT-1883.

Memorandum of Agreement between the British Government and the Government of His Highness the Nizam of Hyderabad.

For the protection of the common interests of the British Government and the Govern — and the Govern — by Hyderabad in the matter of the opium re as regards Ilis

(1) The cultivation of the poppy and the manufacture of opium shall be absolutely prohibited.

- (2) With the exception of opium booled through by rail to the Madras Presidency, no opium shall be imported without a license from His Highness the Nizam.
- (3) With the same exception no opinm shall be exported
- (4) The import of opium shall as far as possible be confined to what is absolutely requisite for heit bome consumption
- (5) The transport, possession, and retail sale of opium shall be permitted only under license from His Highness the Nizam
- 2. His Highness the Nizam further agrees to communicate to the Resident at Hyderabad all alterations which it may from time to time he found necessary to make in the rules which have been finamed to give effect to the above conditions, and not to make any alterations the effect of which will he to diminish the securities provided by the rules for due observance of the said conditions.

3 And the British Government has agreed that the Opium Agent at

Indore shall issue passes for the transport from Indore to Hyderabad of such quantities of opium as may from time to time be applied for by His Highness's Government through the Resident at Hyderahad, and shall levy on the same, on 1 to 10
less than Rs 600 (six hundred) per chest of 140 lbs avoirdup is, except with the previous concent of His Highness's Government

4. Lastly, it is provided that either of the parties to this agreement shall be at liberty to withdraw from it after giving to the other party twelve months!

Signed at Hyderabad on the 29th day of October eighteen hundred and

Signed at tryderapau on the 25th day of October eighteen hundred and eighty-three

(Sd.) J G CORDERY, (Sd.) R NARENDUR BAHADUR
British Resident, Hyderabad (Sd.) MEER LAIK ALI

(Sd) RIPON,

Inceroy and Governor General of India.

This agreement was ratified by His Excellency the Vicerov and Governor-General of India at Calcutta on the 5th day of December A. D. one thousand eight hundred and eighty—three

(Sd) H M DURAND, Secretary to the Government of India.

Foreign Department

No OVI.

AGREEMENT between the Government of His Highness the NIZAM and HIS HIGHNESS the NIZAM'S GUARANTEED STATE RAILWAYS COMPANY, LIMITED.

Dated 27th December 1883

This indenture made the 27th day of December 1883 between the Goreroment of His Highness the Nizam of Mulk Asaph Jah Bahadur, Sovereign of the Hyderahad State, by its duly accredited Representative the Sindar Died Jung Bahadur, C I E, now temporarily residing in London, of the first part, and His Highness the Nizam's Guaranteed State Railways Company Limited of the second part

Whereas certain surveys, plans, drawings, specifications, schedules of quantities and estimates and reports have been prepared by direction of the Guvernment for the construction and equipment in the new lines hereinshelf mentioned it some part or parts thereof, and it is intended that the same shall subject to such variations and modifications thereof as hereinafter provided, be adopted and carried but by the Company party hereto as nearly as circum stances permit

Now this Indenture witnesseth that it is hereby agreed and declared as follows -

1 In this Contract-

The expression "the Government" means the Government of Ilis Highness the Nizam

The expression "the Company" means the Company party to these presents

The expression "the existing Rulway" means the existing line of Rulway from Wadt to Hyderabad and Secunderabad, with all its stations, lands, works, engines and other rolling stock and appurtenances

The expression "the new lines" means the proposed new Railwars, I eremafter in Article 2 mentioned, from Hyderabad to Warningal, and thence to the southers frontier of the State of Hyderabad neur Bizwada, and from Warningal to the northern frontier of the said State near Chanda

The express on "the lines" means all lines for the time being form-

ing part of the undertaking of the Company
The expression "the first section" means the said proposed new
Railways from Hyderabad to Warungal and thence to the
southern frontier

- The express n " the second section" means the said proposed new Railway from Wirningal to the northern frontier
- The expression "Inspecting Officer" means an Inspecting Officer of Officers appointed by the Government and approved by the Government of India for the purposes of these presents.
- 2. The Company shall take arer the existing Rallway from Wadt to Hyderabad and Secundershad (about 121 miles in length) on the terms and conditions mentioned in Articles 20 and 23 hereof, and shall construct, at the times and in manner and subject to the provisions hereinafter prescribed and contained, a single line of Rallway of the gange of 5 feet 6 inches the first section, about 210 miles in length, to extend from Hyderabad in Warning il and thence to the southern frontier of the State of Byderabad neer Bixwada, and the second section thereof (alout 160 miles in length) in extend from Warningal to the northern frontier of the said State near Chanda. The total length of the two sections not to exceed 370 miles. The standard dimensions of fixed structures and rolling stock as laid down by the Government of India for the grupe of 5 feet 6 inches shall be strictly followed.
- 3. The Government shall at the time of execution of this Indenture deliver to the Compuny, free of churge, all the said surveys, plans, drawings, specifications, schedules of quantities and estimates and reports already prepared for the construction and equipment of the new lines as aforeand, and the same, subject to such alterations thereof and deviations therefrom as shall from time to time be agreed between the Government and the Company, shall be adhered to and adopted as nearly as creumstances will permit. The situation and extent of all stations, station yards, stdings, offices, warehouses, buildings, conveniences and apputenances to be constructed in connection with the lines shall be subject to the approval of the Government.
- 4. The Government shall, after the definitive selection of the ronte and direction of the new lunes, or of nny part or parts thereof, and as and when required by the Company, provide free of cost in the Company the lands which shall be permanently and temporarily required for the construction of the new lunes or for the part ar parts os selected and for the works connected therewith, and for the stations, station yards, sidings, office give

purp the Company in the Government. The Government will permit the Company to take, free from any royalty nr other payment, such stone, sand, gravel, earlt, brick earth and local products suitable for conversion into hime and mortar, being respectively the property of the Government, as may be bond fide reasonably necessary for the purposes of the construction of the new himes or any part thread, provided that the same be taken only from such places within a convenient distance from the works as an officer to be appointed by the Government and the Company shall agree

- 5 The Company shall, on secessing possession of the lands provided under the last preceding Article, proceed with diligence in the construction, in accordance with the said surveys, pla is, specifications and other documents (subject to such alterations is afore aid), of the new lines, and of all such stations, stalion vaids, sidings, offices, warehouses, conveniences and appartenances as aforesaid, including all works necessary or expedient to secure the r permanence, and for the protection of the same against injury by mundation or otherwise, and will complete the first section and the second section respectively within a period of three years from the date of obtaining possession of all the lind for the same The second section shall not, unless otherwise agreed betuntil the Railway pro is near completion.
- upon between the Government and the Company.
- 6 The Company may, from time to time, as often as an Inspecting Officer shall certify that at y portion of the new lines is fit for conveyance of presengers and goods, open the same portion for public traffic. And the Company shall open the said lines respectively for public traffic throughout and with a good and sufficient stock of engines, carriages, waggons, plant and machinery for working the same in conformity with the provisions of these pre ents when and so soon as an Inspecting Officer shall have certified that the lines respectively are complete and fit for the conveyance of passengers and goods throughout During the construction of the new lines all mnterials to be used and also the manner in which the works are performed shall be subject to the inspection and appinval of an Inspecting Officer
- 7. Upon the first section being completed and opened for public traffic throughout, the Government will, at their own expense and free from all expense and cost to the Company, whether by way of rent or otherwise, grant to the Company a lease of, or otherwise secure to the Company a right and title to the land watch shall have been provided for that section under Arti le 4 (or so much of the said land as shall be permanently required for the purposes of the Company) and the Railways and works constructed thereon, for a term of 99 years from the date of the apening of the said section for traffic throughout, subject to the same being sooner determined under the provisions in that behalf bereinafter contained , and the Government shall guarantee to the Company the right to and possessing of such land as against any claimant, but shall not be called upon to show any title thereto
- The provisions hereinbefore in this Article contained shall apply, mulatis mutandis, to the second section, except that the grant to the Company of the lease or other title to the second section shall be made for a term co-extensive with the period of 99 years applicable to the first section, and so that the period for both sections shall terminate at the same date
- 5 The Company shall keep the lines for so much thereof respectively as shill for the time being have been opened for traffie) and all the stations, station yards, offices, warehouses, conveniences, and works thereto belonging in good repair, and sufficiently supplied with engines, carriages, rolling stock plant and machinery, and shall keep the whole in good working condition

addition

The whole shall at all times be open to the inspection of an Inspecting Officer, and the company shall afford to every Inspecting Officer all such fricilities as may be reasonably requisite to enable him to perform his duties. The Company shall upon notice in writing from the Government to Report of

lines in got as aforesaid

able speed execute and do the works and things described therein. If in any case the Compray shall fail to execute and do such works and things to the satisfaction of an Inspecting Officer within a revisionable time, the Covernment may execute and do the works and things, or the portion thereof unexecuted by the Company, and for that purpose may from time to time entir upon any land or premises of the Company, and the Company shall on demund pay to the Government the money properly expended by the Government in executing such works, and it such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of £4 per cent per annum, to be computed from the time of demand for payment of such moneys until payment of the same

9. After the new lines or either section thereof shall be opened for the report to earry

to the lines, or in or to any stations, station yards, offices, warehouses, convemences or works therewith connected respectively, which may be necessary for the safety of passengers or of the public, or for accommodation of increased or increasing traffic, and to supply such additional engines, carriages, tolling stock, plant and machinery as the Government may consider necessary Such notice shall specify the alteration, addition or improvement required, and also shall in general terms describe the works to be executed for the pur nose of carrying out such alteration addition or improvement. On receiving any such notice the Company shall, with all reasonable speed, execute the works described therein, the Covernment providing (free of cost, and on terms similar to those on which land is to be provided under Articlo 4) any land that may be required for the purpose, and granting to the Company a lease of, or other tale, as aforesaid, to such land, for the period in Article 7 mentioned, and upon the same terms. If in any case the Company shall fal to execute and complete the works to the satisfaction of an Inspecting Officer, and within a reasonable time, the Government may execute the works or the portion thereof unexecuted by the Company, and for that purpose may from time to time enter up on any land or premises of the Company, and the Company shall on demand pay to the Government the money expended by the Government in executing such works, and if such moneys shall not be paid on demand the same shall carry simple interest as against the Company at the rate of 4 per cent per annum, to be computed from the time of demand for payment of such moneys until payment of the same Provided, nevertheless, that the Company shall not be called upon to do or perform any work, or meur any extense, under this Article for which additional capital

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would be required, unless and until the Government shall have guaranteed such interest thereon not exceding £4 per cent per annum, and for such period as shall enable the Company to raise the additional capital

- 10 The Government may from time to time probabit the Company from using any engine, carriage, wargon, vehicle, boat, machine, or appliance of any kind whatsoever the use of which shill be declared by an Inspecting Officer to be attended with danger to passengers or the pullic, and the Government may, by taking possession of such engine, carriage, waggon, vehicle, Loat, machine, or appliance, or by such other means as they shall think fit to employ, prevent the Company from using the same
- 11. The Company shall, nuless hundered or prevented by accident or any other matter he ond their own control, cause at least one train daily to be run from either extremity of the lines which shall for the time being have heen opened for traffic, to the other extremity of the same haes, and so as to afford reasonable convenience for the Post Office
- 12. The rates and fares to be charged by the Company for the carriage of passengers and goods respectively shall not, unless otherwise agreed between the Government and the Company, be in excess of the rates and fares from time to time prevailing on the Great Indian Peninsula Railway
- 13 The Company will at all times convey free of charge on their lines of Rulnay, and on any part bereof which for the time being shall have been opened for traffic, the mails and Post Office bags of the Government and of the Government of India, and the guards and other servants of the Post Office to charge thereof, and also (when they are on duty) all officers and persons in the administration of the Post Othee of the Government and of the the Company will also at all times convey all troops Government of India and sulors in the service of His Highness the Nizam and of the Government of India when such troops are on duty, and all police officers, engineers, arti zans, and other persons when employed in the business of the Government or of the Government of India at rates calculated as follows, riz, all commis sioned officers and persons in a similar station in life in His Highness the Mizam's service or in the service of the Government of India shall be entitled to travel in first class curriages at second class fares, troops, sailors and sitizans (under the rank of commissioned officers) shall be entitled to travel in second class carriages at the lowest fares, and all such other persons afore-aid at the lowest fares To every 100 men conveyed at the lowest fares two tons of luggage will be conveyed free of charge, and the persons entitled to travel first class will be allowed the ordinary amount of luggage taken by a first class passenger free of charge The Company will also at all times convey all military establishments not bereinbefore specified, all horses and other and mals used for military purposes, guns, ammunition, military stores, carriage, waggons, camp as managers, and a light business of what kind of India at the lowest rates water of the Company for the carriage for the time be respectively. The several of such anim

privileges of conveyance and carrige hereby stipulated for shall at all times be et joyed and all etter ren onable requirements of the Covernment or of the Government of Indus shall be complied with in preference to and with pri may over the public use of the lines.

14 The Company shall convey gold and silver bullion and coin and corper coin belonging to the Government or to the Government of India and the persons in charge thereof at special raises, to be from time to time respectively agreed upon between the Government and the Company and between the Government of India and the Company.

15 As regards the electric telegraphic appliances already existing on the Ealway from Wadi to Hyderabid and Secunderabid the num-shall be worked in accordance with the terms and conditions in trat behalf contained in the Agreement of the 19th of May 1870 entered into between the Government of India and the Government.

The Government of India shall be at liberty to construct, maintain, use and work such electric telegraphs and telegraphs and politices as it shall think fit along the Lines or any port or parts thereof, and it shall be lawful for the Government of India for such purposes to enter at all reasonable times, by its agents, workmen or others on the lines or any part of them, and to erect, maintain, make, do and execute thereon all such buildings, machinery, works, acts and things not innecessarily obstructing the working of the Railway as it shall enterfor receivany or proper in relation to the construction, maintenance use and writing of the said telegraphs and telegraphic appliances. And the Government of India shall not, in respect to such marters or any of them, be subject to the control or interference of the Company.

All buildings, machinery, works and appliances erected or brought by or on behalf of the Government of India on the lines or any part thereof shall be and remain the property of the Government of India and shall be removable by it at pleature

The Company shall at all times furnish the Government of India with such free passes over the snal lines as they shall require for persons employed in or about the construction, maintenance, working or inspection of all electric telegraphs and telegraphic appliances hereinbefore referred to or any buildings or works appertanting thereto

16 The Government of India has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the Government of India, from time to time require for the purposes of working the lines, and to allow the Company to have the exclusive use (so long as they shall work the lines) of such telegraphs and telegraphic appliances and to ma name the same in good repair and good working condition. The working of such list mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company and at their cast. But the Company shall observe the rules for the time being in force in the case of India as State Ralway Telegraphs or such of the sand rules as the Government of India may from time to time prescribe for their observance. And the Company will pay the charges of the Telegraph or sparament of the Government of India for rent, municipance, and inspects of the two graphs and telegraphic ampliances provided under this section for their use.

would be required, unless and until the Government shall have guaranteed such interest thereon not exceeding £4 per eat per anum, and for such period as shall enable the Company to raise the additional capital

- 10 The Government may from time to time prohibit the Company from uning any engine, carrage, wazgon, vehicle, loat, machine, or appliance of any kind whatsoever the use of which shill be declared by an Inspecting Officer to be attended with danger to passengers or the pullic, and the Government may, by taking possession of such engine, carriage, waggon, vehicle, loat, machine, or uppliance, or hy such other means as they shall think fit to employ, prevent the Company from using the same
- 11. The C mynn; shall, unless handered or prevented by accident or any other matter beyond their own control, cause at least one train daily to be run from either extremity of the lines which shall for the time being have heen opened for traffic, to the other extremity of the same lines, and so as to afford reasonable convenience for the Post Office.
- 12 The rates and fares to be charged by the Company for the carriage of passengers and goods respectively shall not, unless otherwise agreed between the Government and the Company, be in excess of the rates and fares from time to time prevailing on the Great Indian Peninsula Railway
- 13 The Company will at all times convey free of charge on their lines of Rulway, and on may part thereof which for the time being shall have been opened for traffic, the mult and Post Office being shall have been opened for traffic, the mult and Post Office being the open and the grards and other servants of the Post Office in charge thereof, and also (when they are on duty) all officers and per sons in the administration of the Post Office of the Government and of the Government of India. The Company will also at all times convey all trops and sulors in the service of India when such the convey and other performance of the Government and of the convey and other performance.
- of the Government of some consequence of the Government of India shall be entitled some deficers and possess in a similar station in life in His Highness the Ni-zum's struce or in the service of the Government of India shall be entitled to travel in first class corriages at second class faces, troops, sailors and order zans (under the run) of commissioned officers) shall be entitled to travel in second class carriages at the lowest fares, and all such other persons inforesaid at the lowest fares. To every 100 men conveyed at the lowest fares two tons of lagrage will be conveyed free of charge, and the presons entitled it travel first class will be allowed the ordinary amount of lagrage tal en by a first

and one camp country and continue and only upon stores of what sever of the Government and the Government of India at the lowest rates of rethe time being order truly charge the by the Company for the carriage of such animals goods merchandles and stores respectively. The sectral privileges of conveyance and currist hereby stipulated for all at all time be copyed and all cities monoable requirements of the Government or

Part II

of the Government of India shall be complied with in preference to and with priority over the public use of the lines.

14 The Company shall convey gold and silver bullion and coin und copper coin belonging to the Government or to the Government of India and the persons in charge thereof at special rates, to he from time to time respectively agreed upon between the Government and the Company and between the Government of India and the Company

As regards the electric telegraphic appliances already existing on the Railway from Wadi to Hyderahad and Seconderahad the same shall be worked in accordance with the terms and conditions in that hehalf contained in the Agreement of the 19th of May 1870 entered into between the Government of India and the Government.

The Government of India shall be at liberty to construct, maintain, use and work such electric telegraphs and telegraphic appliances as it shall think fit along the lines or any part or parts thereof, and it shall he lawful for the Government of India for such purposes to enter at all reasonable times, by its agents, workmen or others on the lines or my part of them, and to erect, acts and things not unnecessarily

at shall consider necessary or pro-

nance use and working of the said telegraphs and telegraphic appliances And the Government of India shall not, in respect to such matters or any of tlem, be subject to the control or interference of the Company

All buildings machinery, works and appliances erected or brought by or on behalf of the Government of India on the lines or any part thereof shall be and remain the property of the Government of India and shall be removable by it at pleasure

The Company shall at all times furnish the Government of India with such free passes over the said lines as they shall require for persons employed in or about the construction, maintenance, working or inspection of all electric telegraphs and telegraphic appliances hereinhefore referred to or any huildings or works appertaining thereto

16 The Government of India has agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the Government of India, from time to time require for the purposes of working the lines, and to allow the Company to bave the exclusive use (so long as the shall work the loss of sahe loss be and sologous he apply ances and to

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pay the charges of the Telegraph Department of the Government of India for rent, maintenance, and inspection of the telegraphs and telegraphic appliances provided under this section for their nee

would be required, unless and until the Government shall have guaranteed such interest thereon not exceeding £4 per cent. per annum, and for such period as shall enable the Company to raise the additional capital.

- 10 The Government may from time to time prohibit the Company from using any engine, carriage, wazgon, vehicle, boat, machine, or appliance of any kind whatsoever the use of which shill be declared by an Inspecting Officer to be attended with danger to passengers or the public, and the Government may, by taking possession of such engine, carriage, waggon, vehicle, boat, machine, or appliance, or by such other means as they shall think fit to employ, prevent the Company from using the same.
- 11. The Company shall, unless hindered in prevented by accident or any other matter beyond their own control, cause at least one train daily to be run from either extremity in the lines which shall for the time hearg have been opened for traffic, to the interestremity of the same lines, and so as to afford reasonable convenience for the Post Office.
- 12. The rates and fares to be charged by the Company for the carriage of passengers and goods respectively shall not, inless otherwise agreed between the Government and the Company, be in excess of the rates and fares from time to time prevailing on the Great Indian Peninsula Railway

18 The Company will nt all times convey free of charge on theil lines of Rullway, and on any part thereof which for the time being shall have been opened for traffic, the mails and Post Office bags of the Government and of the Government of India, and the guards and other servants of the Post Office in charge thereof, and also (when they are on duty) all officers and persons in the administration of the Post Office of the Government and of the Government of India. The Company will also at all times convey all troops and sailors in the service of His Highness the Nizam and of the Government of India when such troops are on duty, and all police officers, engineers, aitizans, and other persons when employed in the husiness of the Government or of the Government of India at rates calculated as follows, viz, all coinmissomed officers and persons to a similar station in life in His Highness the Nizam's service or in the service of the trovernment of India shall be entitled to travel in first class corriages at second class faies, troops, sailors and artizans (under the rank of commissioned officers) shall be entitled to travel in second class carriages at the lowest fares, and all such other persons aforesaid at the lowest fares To every 100 men conveyed at the lowest fares two tons of luggage will be conveyed free of charge, and the persons entitled to travel first class will be allowed the ordinary amount of luggage taken by a first class passenger free of charge The Company will also at all times convey

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privileges of conveyance and cirringe hereby stipulated for shall at all times be enjoyed and all other rea onable requirements of the Government or

- 21. The existing Railway shall be vested in the Company from the date of the term of 90 years mentioned in article 7, and in the the mainer and upon the like conditions as the stipulated in that Article with respect to the land provided by the Government for the first section
- 22. The capital of the Company shall be assed as follows for the purposes of this contract, other than the construction and equipment of the second section £2,000,000 in shares and £1,500,000 in redeemble mortgage debentures bearing interest at the rate of 4° per ceut. Per annum and for the purposes of the second section £500,000 of like debentures, and any sum or sums of additional capital not exceeding £500,000, as the Company shall require, and to be rated in such manner and at such time or times as shall be agreed between the Government and the Company.
- 23 The Company will, as the consideration for the purchase of the existning Rulway and for the obligations, concessions and guarantees of the Government in this Indenture expressed and contained, issue the shares and pay the
 nums of money be-emaiter in this article mentioned, that is to say—
 - (a) The Company will issue to the Sirdar Diler Jung Bahudur or other the accredited representative for the time being of the Government appointed for that purpose and on behalf of the Government fully paid sharts of the Company to the amount of £500,000, at the time of the first general issue of shares in the Company (the numbers of such shares to be defined by a supplemental contrict to be executed by the parties hereto) and to be filled with the Registrar of Joint Stock Companies in England before the issue of such shares.
 - (b) The Company will pay £623,000 in crash out of the first moneys received by the Company in respect of the issue of its capital or any part of it, to a special account to be opened at the National Provincial Bank of England, Limited, to the credit of the Government, and to be apphed by the Sirikar Duler Jung Bahadur or other the accredited representative of the Government in

vided in cash.

- (c) The Company will depost £200,000 in cash with the said Bank for the purpose of the Guarantee Fund mentioned in Article 46, such deposit to be made out of the first moneys of the Company available after making the payment lastly herenbefore directed.
- (d) And the Company will, within six months from the first general allotment of its shares, pay £311,656 in London in cash to the credit of the Government in the said Bank.
- 24 The Company will pay or cause to be paid into the said Bank or other the Bank for the time being of the Company the remainder of its said

17 All materials, plant, engines, rolling stock, machinery and utensils required for the construction and equipment of the new lines, and of all future lines to be made by the Company under the provisions contained in Article 45, ' 'l be permitted to the Nizam free

18. The Government shall provide and maintain for the purposes of the lines such a force of police as the Company, with the approval of the Government shall from time to time require, and also a Railway Magistrate, which police force and Railway Magistrate shall be under the direction of the British Resident at Hyderabad, provided that in case of difference between the Government and the Company as to the extent of the force required for the preservation of law and order the determination of the question shall rest with the Government The cost of providing and maintaining the whole force of police employed for the purposes of the lines and the salary of the Railway said the state threat on the salary of the Railway said the state threat on the salary of th) say) three tenths thereof seven tenths shall be borne

19. The Company and its lines of Railway and undertaking shall be subject to provisious as nearly as circumstances will admit of, and having regard to the provisions of this Indenture, similar to those contained in the " Indian Railway Act, 1879," and the "Telegraph Act of 1876, of the Indian Legis" lative Council, and, if the Government shall think fit, in any subsequent Act affecting Kulways or Telegraphs to be hereafter passed by the Government of India, and the Government will pass an Act or Acts or issue an edict or edicts for the purpose of giving to the Company like powers to those contained in the sud Acts of the Indian Legislative Council, and such further Acts or edicts for facilitating the business and operations of the Company as the Company shall require and the Government approve.

20. The Government will, on the issue of the fully paid shares and on pryment and satisfaction of the several sums of money mentioned in Article 23, paragraphs (4), (n) and (c), in manner therein provided, deliver through the Government of India (who are at present in possession of and working the same) to the Company possession of the existing Rulway, together with all stations, plant, engines, rolling stock, telegraphs, and all movable property, and -yed of and dated the

1e Nizam's

State Railway Company (other than rights of sovereignty) and so long as the Company shall maintain and work the existing Railway as a 5 feet 6 inches gauge line, from all rights of the Government of India under the Agreement entered into between that Government and the Government of His Highness the Nizam, and in far and it. i in clause of the said 15 hereof, and Company Nizam's State

under the said Agreement of the 8th day of October 1874, and against all debts, liabilities, and engagements whatsoever affecting the existing Railway.

28 The term "worling expenses" shall mean and include the payment of all salaries and wages of the officials and amplance of all Company and all expenses of and incidental to

the undertaking of the Company

by the Company in and about the repairs and maintenance of the lines, with all stations, station yards, offices, warehouses, conveniences, junctions and works, engines, rolling stock, plant and machinery thereto belonging or therewith or thereon used, and all expenses of and incidental to the working and maintenance of any electric or other telegraphic or telephonic communication of the Company.

29. In the working expenses there shall be reckoned and included so much of the cost of providing and maintaining a police force and Police Magistrate for the purposes of the lines as is not hereby agreed to be borne he the Government, and may other moneys (whether in the nature of a payment towards a reserve fund or otherwise), which the Government and the Company may from time to time agree, or shall in case of dispute he determined by arbitration to be properly chargeable to working expenses. But no part of the cost of the original construction of the new lines or any of the stations, station yards, offices, warehouses, conveniences and works, or of any additions to the same or either of them, or of the purchase (except by way of replacement or renewal) of any of the engines, rolling stock, plant or machinery belonging to or used with or on or provided fir the Company's lines shall be included in the working expenses of the Company.

30 The Company shall keep a revenue account in which shall be entered all the gross earnings of the Company and the working expenses of the Company. The revenue accounts shall be made up half-yearly to the 30th day of June and the 31st day of December in every year, or to such other days as the Government and the Company chall from time to time agree and arrange

31. So long as the Government shall be hable to pay the annuity under Article 25, and after the termination of such hability so long as any moneys see due by the Company to the Government, the revenue receipts of the Company shall be dealt with as follows, that is to say-During the period of the said annuity the net earnings of every ball-year shall be applied, in the first instance, in or towards repayment of the portion of the said annuity, and subject as aforesaid to any further gnammteed interest which shall have been paid in respect of the same half-year. And the residue (if any) of the said net earnings shall be applied in manner following, that is to say - One moiety thereof (or such part thereof less than one morety as shall be sufficient for the purpose) shall be applied in or towards repairment to the Government of such sum or sums of money as shall at any previous time or times have been paid by the Government to the Company in respect of the said annuity or (subject as aforesaid) any guaranteed interest and not been repaid, and the balance, if any, of such mosety of net carnings shall be applied in or towards payment of any other sum or sums of money for the time being owing hy the Company to the Government. And as to the remaining moiets of such net earnings the Company shall be entitled to the samn for its own use and benefit

capital by instalments as and when the money is required for the purposes of this Indenture

25 The Government will, for a period of 20 years, pay to the Company in London, in sterling, by half-yearly payments, on every 1st day of January and 1st day of July an annuity equal to £5 per cent per annum on all or any such sums or sum not in the whole exceeding £4.500,000 as shall, for the time being, have been issued in shares and dehentures by the Company and paid 10 to its Bankers, or credited by the Company as paid up, and the Company shall apply the said annuity in payment of interest at £5 per cent per annum on the share capital for the time being paid up or credited as paid up, and in payment of interest upon the debenture capital for the time being, such payment of interest on share and debenture capital being limited to the capital mentioned in Article 22, and in providing a sticking fund for redemption or reduction of capital in accordance with the provision in that behalf heienafter contained The said period of 20 years shall commence to ruo and be reckoned upon and in respect of each individual sum from the time when the same shall have been assued and paid into such Bank or credited as paid un as afo esaid

26 The Company shall repay all moneys paid by the Government in respect of the said unoutly, and (anless arberwise agreed) in respect of any guarantee of interest under Article 9, and an all such moneys natil repaid, the Government shall be entitled to simple interest at the rate of £5 per cent per aims in accounting £6 ten £6 ten, and calculated in the same mones it spectively from the respective dates of the payment thereof to the Company until reprise ment, but such moneys or any interest thereon shall not be repays able to the Government except so far is the said Government shall not be repayed to the company that the contract of the company interest on any such part of any half yearly payment of the said anoutly or interest as shall be ultimately repaid to the Government out of or by means of the net en inings (hereinster defined) of the Company attributable to the half-year, in respect of which the same half yearly payment of the annuity or interest sail are been male

2.7 All mone's received by mr nn account of the Company in India in respect of the working of their lines or any put or parts thereof which shall, for the time being, have been opened for traffic, and all income in any wise received by the Company in respect of the undertaking carried on by them under the provisions of these presents (which said moneys and income are hereinaster collectively termed gross earnings), shall, in the first place, be

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to time to time at the end of each half-year, after debting all the name from time to time at the end of each half-year, after debting all napaid working expenses incorred up to the end of such balf-rear, shall be deemed the net carnings of the Company for that half-year, and shall be dealt with accordingly

capital account, or how the same is to be dealt with, the same shall be determined on the general principle that capital is to bear the cost of new worls. of additional rolling stock, plant, and machinery, and of substantial improvements of, and additions to, old works, rolling stock, plant, and machinery fundading the cost of any temporary new work, the construction of which is requisite for the construction of a work properly chargeable to capital), and that the cost of repairs, restorations, renewals, or replacements talls under the head of working expenses, and is not a charge incurred on capital account (provided that the expenses of maintenance or repair necessitated by causes other than fair or ordinary wear and tear if incurred within twelve mooths after the opening for traffic shall be horne by capital). After the new lines liave been opened for traffic throughout no portion of the salaries or allowances of any of the Company's permanent supervising or other administrative staff shall be chargeable to capital, although for the time being employed partly or wholly in directing or superiotending work so chargeable, and no expenses conue

any person in person shall h. cipital, and be

is opened for trathe throughout, all the expenses of the Company (including all costs of and incidental to the formation and registration of the Company. and the raising and issue of its capital as aforesaid) shall be chargerble to caj stal

84 If any difference shall are between the Government and the Company as to whether any expenditure incurred in any particular case is to be treated as a charge incurred on capital account the matter in difference shall be referred to the decision of the Joint Andrior if the Government and the Company shall have appointed such an officer, but in case a Joint Auditor shall not have been appointed, then the matter in difference shall be referred for final decision to the Company's Auditor or some other person, to be named by the Company, and a person to be named by the Government, or in case of their being unable to agree to an Umpire to be named by them, and in the event of their failing to do so within fourteen days after the difference shall have been referred to them, then the appointment of an Umpire may be made on the application of either party by Her Majesty's Secretary of State for India. The costs of any such reference shall, unless the referees or referee shall otherwise direct, he treated as part of the working expenses of the Company.

The Company shall enter all the expenditure allowed under Article 32 in an secount to be called "The Capital Account," and when and so soon as the first section and the second section respectively and all proper stations. station yards, offices, warehouses, conveniences and works thereof shall have been completed and provided with the necessary engines, carriages, works, rolling stock, plant and machinery, the Government shall, by examination of such accounts, accertain and certify the amount of the expenditure If any further expenditure shall from time to time be made by the Company, or if any payment shall be made by the Company to reimburse the Government for moneys expended by the Government noder Article 9, and if it is

moneys payable to the Government under this article shall be paid in sterling in London or in Bombay at the current rate of exchange as the Government may direct.

And from and after the expiration of the period of the said annulty in case any moneys shall their remain due from the Company to the Government in respect of the said annuity, or so long as any other moneys remain due by the Company to the Government, the said net earnings of the Company in each year shall be applied as follows, that is to say —A sum equal to £5 per cent per annum on the total debenture and share capital of the Company for the inne being shall be retained by the Company and applied as sout manner as the Company shall think fit, and the balance, if any, of the said net receipts shall be applied as follows, namely —One movely thereof in or towards rathent to the Government of any moneys then due by the Company to the Government, and the remaining movely for the use and hencift of the Company.

When all moneys due from the Company to the Government have been paid and discharged, the Company shall be entitled to all net earnings for its own use and hensit

The revenue account of the Company shall be regularly submitted by the Company to tha Government, who may audit the same (the Company giving every faculty and assistance required for such audit), and may in case of error being discovered therein correct the same within three calendar months after the account containing such error shall have been submitted to the Government Every revenue account shall, subject to the correction of such errors as aforesaid, he considered as settled at the expuration of three calendar months after the same shall have been submitted to the Government Apy reasonable expenses of and nocleatal to every audit on hehalf of the Government (uncluding the expenses incurred by the employment by the Government of any person for any purpose connected therewith) shall be paid by the Company and the statement of the Government of the Government of any person for any purpose connected therewith) shall be paid by the Company and the statement of the Government of the amount of such expenses shall be conclusive.

32. All the expenditure of the Company in relation to the formation and registration of the Company, and the raising and issue of its share and debenture capital and all other expenditure of the Company during of the com

³³ If any question shall arise whether any expenditure incurred by the Company is to be treated in the whole or in part as a charge incurred on

capital account, or how the same is to be dealt with, the same shall (e determined on the general principle that capital is to bear the cost of new works, of additional rolling stock, plant, and machinery, and of substantial improvements of, and additions to, old works, rolling stock, plant, and machinery (including the cost of any temporary new work, the construction of which is requisite for the construction of a work properly chargeable to capital), and that the cost of repairs, restorations, reaswals, or replacements talls under the head of working expenses, and is not a charge incurred on capital account (provided that the expenses of maintenance or repair necessitated by causes other than fair or ordinary wear and tear if incurred within twelve months after the opening for traffic shall be borne by capital). After the new lines have been opened for traffic throughout no portion of the salaries or allowances of any o'

staff shall be

partly or wbo expenses conne any person in person shall b

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England of unless such iargeable to

cipital, and been actually employed on such work, but until the first section is opened for traffic throughout, all the expenses of the Company (including all costs of and sucidental to the formation and registration of the Compian. and the raising and issue of its capital as aforesaid) shall be chargeable to eapital

34 If any difference shall arise between the Government and the Company as to whether any expenditure incurred in any particular case is to be treated as a charge incurred on capital account the matter in difference shall be referred to the decision of the Joint Auditor if the Government and the Company shall have appointed such an officer, but in case a Joint Auditor shall not have been appointed, then the matter in difference shall be referred for final decision to the Company's Auditor or some other person, to be named Government, or in case of

named by them, and in the

after the difference shall have been referred to them, then the appointment of an Umpire may be made on the application of either party by Her Majesty's Secretary of State for India. The costs of any such reference shall, unless the referees or referee shall otherwise direct, he treated as part of the working expenses of the Company.

The Company shall enter all the expenditure allowed under Article 52 in an account to be called "The Capital Account," and when and so soon as the first section and the second section respectively and all proper stations, station yards, offices, warehouses, conseniences and works thereof shall have been completed and provided with the necessary engines, carriages,

1" J o ler routse tut Goreinn ent for moneys expended by the Government nader Article 9, and if it is agreed between the Government and the Company that such expenditure or payment is properly chargeable to capital, the same shall in like manner be entered in the capital account, and from time to time as occasion shall require the said capital account shall he made up and stated afresh, and the total amount of expenditure entered therein shall be ascertined and certified by the Government. In the said capital account shall also be entered any moneys produced by sale of property originally purchased un der expenditure entered in the said capital account under article 32 or this present article, and the Government shall, from time to time, as may be necessary, ascertain and certify the amount of the access of the expenditure entered in the capital account over the receipts entered therein.

36 The Company shall keep accounts and returns of its traffic in a minner similar to those required by the Government of India to be kept by the Indian Railway Companies whose undertakings are worked under the supervision of the Secretary of State for India, and in forms similar to those in which the like accounts and returns of traffic are required to be kept by such Companies, or in such other manner and form as the said accounts and returns are from time to time required by the said Government, and the Company shill, at its own cost, render all accounts and returns of traffic required to be kept by it noder this section, to the Government at such times as the Government shall from time to time require. And the books and accounts of the Company shall be open to the inspection of the Government at all reasonable times.

37. The Government will use their best endeavours to chiais for the Company powers to f rm junctions with other rulways near to any of the lines, and powers to run the trains of the Company ou such other rulwars upon reasonable terms and conditions, and will endeavour to obtain such power for the Company with reference to any rulways that may hereafter be formed in the territories of His Highness the Nizam, if such rulways he not constructed by the Company party hereto

38 The Company will, from time to time, upon the requisition of His Highness the Nizam, or of the Government of India, make reas nable at rungements for the use of their lines for the pissage of the engues and traine of other railways for the interchange of traffic and rolling stock thereof, and for the use of any of the stations of the Company, and for the accommedation of the trailie of other railways, provided that all such arrangements shall be made subject to the payment of reasonable tolls and charges and under

reason ble conditions and restrictions

39 I very notice, direction, of the tificate to be given or signed on the purpo es of these presents shall b signed by any duly authorised official of the Government

40 The Company shall at all times keep an office established at Bomlay or Ilvderahad as the Company may determine and shall keep at such office an authorized agent or committee of agency with whom the Government may communicate on affairs concerning the lines. All drafts drawn and receipts given by the said agent or committee of agency, or under his or

their authority on hehalf of the Campany, concerning the lines and the affairs thereof, shall be hinding nn the Company, and every notice to be given to fite Company other than the notices mentioned in any of the several articles hereunafter contained, which shall be served at the Company's registered office in Loudon, shall be sufficiently given if left at the office first mentioned in the article, or if personally served on the agent in any member of the said committee of agency.

41. At the end of the term of 99 years, mentioned in article 7, the land which shall have been provided for the Company under these presents so far as the same shall not have been previously delivered up by the Company, s and fixed machinery thereon not

revert to the Government free .he Company shall thereupon deli-

ver to the Government all plans, surveys, sections, books, printings, writings, drawings and documents whatsoever in any wive connected with the lines and the affairs thereof, and the Company shall sell and the Government shall purchase all engines, carriages, rolling stock, plant and machinery and stoics which at the end of the said term of 99 years shall be the property of the Company and used in working the lines in in connection therewith, for such sum of money as shall he the fair value thereof for the purposes of the lines, the same to the determined in case of dispute by subtration in manner by article 48 provided in respect of the matters therein dealt with, and such sum of money with interest thereon at the rate if £6 per cent per annum, calculated from the expiration of the said term of 99 years until payment, shall he paid in sterling by the Government to the Company in London within six calendar months after the amount thereof shall have been determined

42 It shall be lawful for the Government to purchase all the Company's lines with the stations, station yards, offices, warehouses, works, conveniences, engines, rolling stock, plant, machinery and stores thereto belonging upon the 1st day of January, which shall be either in the year 1914, 1934, or 1954, upon giving one year's previous notice in writing to the Company in London of the intertion of the Government to purchase the same, and, in case such notice of purchase shall be given, the land provided for the Company under these presents on far no the same shall not have been previously delivered up, with the lines and all buildings, works and machinery thereon (not then niready belonging to the Government) and all engines, carriages, rolling stock, plant machinery and stores used in working the lines, or in connection therewith, or appropriated thereto, shall on the said 1st day of January, 1914, 1934, or 1954, as the case may be, and upon payment of the purchase money heremafter mentioned for the same, become the absolute property of the Government, free from all dehts and charges whatsoever, and the Company shall thereupon debver to the Government all the engines, carnages, rolling stock, plant, machinery and stores used upon or in connection with nr appropriated to the lines, and all surveys, plans, sections, rintings, writings, drawings and documents whatsoever in any wise relating thereto The Government shall on the day on which the lines and other the premises mentioned in this article shall, under this Article, become the

property of His Highness the Nizam, pay to the Company in London in sterling so much of the several sums mentiumed in article 22 as shall be unredeemed, together with a bonus of £25 per cent upon the amount unredeemed.

- 43. In case of any hreach on the part of the Company of any of the provisions herein contained, it shall be lawful for the Government, upon the report of an Inspecting Officer, to give to the Company in London six calendar months' notice in writing of the intention of the Government to terminate the interest of the Company in the lines and works, and the land provided for the same, and unless the default or breach shall he made good or remedied prior to the expiration of the said six calendar months, or such further period, if any, as shall be agreed between the Covernment and the Company, or determined by srbitration under article 48, it shall be lawful for the Government on the expuration of the same six calendar months, or such further period, as the case may be, and upon payment of the amount next hereinafter mentioned, to assume possession of the lines, works and land, and of the engines, carriages, rolling stock, plant, machinery and stores belonging or appropriated to the lines free from all dehts and charges whateverer. And in case of such possession being assumed, the Government shall pay to the Company in London in sterling so much of the said sums mentioned in article 22 ns shall be unredeemed.
- 4. Upon the Government negurino the right of possession of the lines and the interest of the Company in the same terminating nuder any of the three articles last hereinhefore contained, the shipgations of the junities bate to under any of the provisions of these presents (save the provisions and three articles) shall as to any future operation thereof cease. But it shall be lawful for the Government, out af any moneys payable by them to the Company under nuny of such articles; to deduct the amount (if nny) of monsy uit the hands of the Company, representing sanctioned capital remaining unexpended
- 45 The Company shall and acquire any interest in respect of thos sections of the Great Indian Penusual Railway now enisting or already sanctioned in the territories of His Highness the Nizam, nor in any concession stready made to the West of India Pertuguese Gnarantsed Railway Company, nor in respect of those portions of the Bellary Branch of the Madras Railway Company or corked by the Great Indian!

 Company sh:

 It is the company sh:

 Within the territories of His Highness the Nizam, subject to their acceptance within six months of the offer on the terms to be named by the Government of His Highness the Nizam for carrying mut any such railways, such terms not being less favourable to the Company than those to be given to any other rarties.

ernment, and the other by the Company, and each Trustees shall stand possessed of the same upon the trusts following, that is to say

- (a) To invest the same, in the names of the Trustees, in any of the public stocks, funds, or escenture of the British Government to England or India or any other stocks, funds or securities agreed upon between the Government and the Company, with power from time to time to vary the investments for othere of a like pature.
- (b) To pay the dividends, interest and income, as and when received, to the Government, so long as the Government shall not make default in punctual payment of the said unnuity payable by the Government to the Company under nricele 25
- (c) In the evect of any such default as aforesaid from time to time to raise out of the said dividends interest and income, or by sale of an adequate part of the principal, and to pay to the Company such moneys as the Government shall have here-tehefore agreed to pay to the Company, and shall have failed to pay on the dne date, together with interest on all such moneys at the rate of 5 per cent per communiform the due date thereof useful payment
- (d) Aed sehject to the trusts hereinhefore declared in trust for the Government

And the Goveremeet agrees so long as the said annuity is payable to the Company under the provisions of these presents, forthwith to pay and make good to the Trustees from time to time such sum or sums as the Trustees may, under the trusts in sub article (e) of this article coctained have mised by eale of any part of the etocks, funds, or securities aforestad, to the intent that the said Trust Fund may always be maintained during the period of the said annuity at the full value of £200,000

Provided always, that in the event of the death or resignation of either of the and Trustees, or of their respective s tocasors in the trust, a new Trustee shall be appointed in his place by the Government if the Trustee so dying or resigning shall have been originally appointed by the Government and by the Company if the Trustees of dying or resigning shall have been originally appointed by the Company. The Trustees shall be recouped all expenses reasonably incurred by them in respect of the said trusts and may be paid a yearly fee not exceeding £100 each for their services in relation thereto, and unless otherwise agreed between the Government and the Company, such expenses and fees shall be treated as part of the working expenses of the Company.

47 The balance of the amounty to be pand by the Government to the Company in pursuance of article 25 from time to time remaining in the hands of the Company after each half-yearly payment of the interest specified; that article shall be immediately paid over by the Company to the Trustees mentioned in article \$6.

The said Trustees shall, during the period of 20 years mentioned in article 25, invest all moneys received by them in respect of such balance of the

agree

said annuity in manner mentioned in article 46, paragraph (a), and shall bold the stocks, funds and securities in which the said money shall be invested, and the accruing interest and dividends thereof, in trust to be accumulated and to form a sinking fund for the reduced trust of the said period of any part or parts thereof in difference in difference of the said period of the said period of the company, in such manner and at such times as shall be requisite having regard to the terms of issue of such debenture capital and subject thereto in such manner and at such times as the Government and the Company shall

On the determination of the contract, any halance of the eard sinking fund which shall then remain unapplied shall, in the event of the Government purchasing the undertaking under article 42, or in the event of a forfesture under article 43, and up to the amount payable in respect of the dehenture capital of the Company for the time heing unredeemed and subsisting, and any interest thereon and all moneys for the time heing payable by the Company to the Government, be treated as and applied by the Trastees in part payment of the money payable by the Government to the Company under those articles respectively, and in the event of the said term of 99 years expiring by effluxion of time, any such balance chall be applied in repayment, so far as the same will extend, of the dehenture capital of the Company, or so much thereof as immediately before the expiration of the said term shall have been unredeemed and subsisting, and interest thereon and subject thereto shall be applied in payment to the Government of any moneys then payable by the Company to the Government, and subject thereto the halance shall belong to the Company

48 If the Government and the Company shall fail to agree touching any matter with iespect to which their agreement is required by these presents, or if any dispute or question shall arise as to the necessity for or the chiracter, situation or extent of any work proposed by the Company under or required by the Government to be executed by the Company under any of the provisions hereabelore contained, or if in any case whatsoever

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in any of such cases the matter as to which the Government and the Company shall fail to agree, or the matter in differences as the case may be, shall be submitted to a Board of Arbitration, one member of which shall be appointed by the Government, and the other by the Company, and the duty of such Board shall be to equiver into and equitably adjust and determine such disputes, and if unable to do so by reason of difference of opinion amongst the members thereof, or for any other reason, to refer the said dispute of determination to an Umpire, to be appointed by

each case before they proceed to arbitrnot, within fourteen days after the ferred to them, have appointed the said fire may be made upon the application Secretary of State for India, and the decision of such Board, or in the event of there not arriving at a decision, as aforesaid, of such Umpire shall he final and bunding upon both parties, and no appeal shall he therefrom, and upon every such reference, the Board of Arbitration and Umpire shall respectively have power to examine witnesses upon eath or affirmation, and to fix, settle and determine the amount of the cost of the reference and award respectively or inc.

and i

Act, under this indenture

In witness whereof the Government, by its duly accredited representative, has executed this agreement, and the Company have hereanto caused their common seal to be affixed the day and year first above written,

Signed, sealed and delivered by the

For the Government,

Sirdar Diler Jung, in the presence of SIRDAR DILER JUNG (LS)

R. H. Whitz.

6, Whitehall, Place, Solr

The Common Scal of His Highness the Nizam's Guaranteed State Railways Company, Limited, was hereunto affixed in the presence of

> John Strachet, Director

G. H. M. BATTEV, Secretary



No. CVII.

MEMORANDUM of an AGREEMENT entered into between the Brr-TISH GOVERNMENT and HIS HIGHNESS the NIZAM regarding the transfer to HIS HIGHNESS the NIZAM'S STATE RAILWAYS COMPANY, LIMITED, of the RAILWAY between WADI and SECUNDERARAD—1885.

Whereas the line of ruilway known as the Nizam's State Railway and running from Wadi to Hyderabad and Seeunderabad is now managed by the

British Government, in virtue of an agreement concluded between the Government and His Highness the Nizam on the 19th of May 1870 —And whereas His Highness the Nizam, with the enneant of the British Government under-

er the said he 20th and

23rd articles of that Agreement, and to certain reservations—And whereas His Highness the Nizam has assured the British Government that the aforesaid conditions have been fulfilled, and has requested the British Government to deliver to His Highness the Nizam's Guaranteed State Railway Company, Limited, posse sion of the existing railway from Wadi to Hyderabad and Secunderabad, in accordance with article 20 of the said agreement in the 27th December 1883—Therefore His Highness the Nizam hereby undertakes and promises to the British Government, in respect of the reservations aforesaid as follows—

In the event of the said Nizam's Giaranteed State Railway Company, Limited, failing to maintain and work the existing railway from Wait to Hyderabad and Secunderabad as a five feet six inch gauge line in the manner and according to the provisions of the agreement dated the 27th December 1883, then the operations of the agreement entered into hetween the British Cramber 1870 shall receive any more than the state of the

rnment had never

delivered the said line to the Company

2 His Highness the Nizain will cause the Company, and its lines of rall-ward and undertaking, to be sobject to provisions as nearly similar as creamstances and the provisions at the agreement dated the 27th December 1883, will admit of, to those contained in the Indian Railway Acts of 1879 and 1883, and the Indian Telegraph Act, 1876, and if the British Government shall think fit in any subsequent Acts affecting railways in telegraphs which may he hereafter passed by the British Government

3 His Highness the Nizam will, an far as lies in his power under the terms of the agreement, cause the Company to observe the rules for the time being in force in the case of Indian State Railway telegraphs or such of the and rules as the British Government may from time to time prescribe for their observance, and will cause the Company to pay the charges of the Collegraph Department of the British Government for the rent, maintenance and inspection of the telegraphs and telegraphic appliances provided for their use.

4 His Highness the Nizam will, whenever be may be called upon to do so, render to the British Government all assistance that may be considered by the British Government necessary for inhaming from the Company the discharge of their obligations to the British Guvernment in respect of the matters mertioned below—

(a) Under art cle 13 of the aforeand agreement, dated the 27th December 1883, which provides for the free carriage of mails, and servants of the post office in charge thereof, and also (when they are on duty) of all officers

and persons in the administration of the Post Office of the British Government for the conveyance of troops an isulors in the service of the British Government.

and other animals used for military purposes, gains, aminumition, military stores, carriages, waggons, camp equipage and equipments and all public stores whatever of the brink Government, at the lowest rates ordinarily chargeable for carriage of such numals, goods, merprority of the privileges recited and rememt over the public use of the

lines

- (6) Under article 14 of the same agreement, which provides that the Compiny shall convey gold and silver bullion and coin and copper coin belonging to the British Government, and the persons in charge thereof, at special rates to be from time to time agreed upon between the British Government and the Company.
- (c) Under article 15 of the same agreement, which provides that the British Government shall be at liberty to construct maintain, use, and work such electric telegraphs and telegraphic appliances as it shall think fit along the lines or any part or parts thereof, that it shall be lawful for the British Gov. ernment for such purposes to enter at all reasonable times by its agents, workmen, or others on the lines or any part of them, and to erect, maintain, make, do, and execute thereon all such buildings, machinery, works, acts, and things not unnecessarily obstructing the working of the railway as it shall consider necessary or proper in relation to the construction, maintenance, use, and working of the said telegraphs and telegraphic appliances, that the Butish Government shall not, in respect to such matters or any of them, be subject to the control or interference of the Company, that all huildings, machinery, works, and appliances erected or brought by or on behalf of the British Government on the lines or any part thereof shall be and remain the property of the British Government, and shall be removable by it at pleasure, and that the Company shall at all times furnish the British Government with such free passes over the said lines as they shall require for persons employed in or about the construction, maintenance, working, or inspection of all electric telegraphs and telegraph appliances becerabefore referred to or any buildings or works appertaining thereto.
 - (d) Under atticle 16 of the same agreement, which provides that the Birthish Government his agreed to construct or provide such electric telegraphs and telegraphic appliances as the Company shall, with the approval of the Birtish Government, from time to time require for the purposes of wirking the loss, and to allow the Company to have the exclinive nas (so long as they shall work the lines) of such telegraphs and telegraphic appliances, and to maintain the same in good repair and good working condition, and that the working of such last mentioned telegraphs and telegraphic appliances shall be exclusively in the hands of the Company and at their cost; but that the Company will not be permitted to themselves construct or pronde any

such electric telegraphs or telegraph appliances unless heensed so to do u der the afore-and Telegraph Act of 1876

- (c) Under article 38 of the same agreement, which provides that the Company shall, from time to time, upon the requisition of the British Government, make reasonable arrangements for the use of their railway lines, for the passage of engines and trains of other railways, for the interchange of traffic and rolling stock thereof, and for the use of any of the stations of the Company, and for the nec mondation of the traffic of other railways, provided that all such arrangements shall be made subject to the payment of reasonable toils and charges and under reasonable conditions and restriction.
- (f) Under any other articles of the said agreement of the 27th December 1883, wherein an obligation on the pair of the Company towards the British Government may be expressed or implied
- 5. His Highness the Nizam will supply the British Government, for statistical purposes, with copies of the periodical accounts and returns which may be rendered to His Highness under the provisions of Article 86 of the aforesaid agreement
- 6. His Highness the Nizam will appoint an inspecting officer for the Discourse specified in Articles 6, 8, 9, and 10 of the said agreement of the 27th December 1883, upon receiving the approval of the British Government to the said appointment, and further whenever the office of inspecting officer may become vacant will from time to time make appointments to the said office, subject to the approval of the British Government
- Signed by the Resident at Hyderbad on the part of the British Government this the 30th day of April one thousand eight
 in the year one thousand eight humbred and eighty five, and the day of April
 in the year one thousand eight humbred and eighty five, (Sal.) Salar Juno.

(8d) J. G CORDERY,

(Sil) SALAR JUNO, MUKRTAR UL MULK

Approved and confirmed by His Excellency the Viceroy and Governor-General in Council

FOREION DEPARTMENT,
SIMLA,
The 26th May 1895

(Sd) II M. DURAND,

Secretary to the Government of India

No. CVIII.

MINING AGREEMENT, dated the 7th January 1886.

THIS INDENTURE made the seventh day of January 1886

BETWEEN NAWAR MIR LAIK ALI KIAN BAHADUR
SALAR JUNO MUNIR-UD-DOULAH MUKHTAR-UL-MULK
IMAD-AS-SULTANA, PRIME MINISTER to HIS HIGHNESS
the NIZAM, acting on behalf of the GOVERNMENT of HIS
HIGHNESS the NIZAM (hereinafter referred to as "THE GOVPRIMENT"), of the one part, and WILLIAM CLARENCE
WATSON of No. 7, Great Winchester Street, in the City
of London, Merchant, and John Stewart, of No. 26,
Throgmorton Street, in the said City, Esquire (hereinafter
referred to as the Concessionaires) of the other part.

Figland, in the joint names of the Concessionaires, a sum of £100,000 as cantion money, subject to certain terms and conditions agreed between the parties hereto, AND WHENEAS by an Fdict in writing, dated the 2nd day of June 1848, duly executed by the Council of Regency of His Highness the Nizam at Hyderabad, Saiad Abdul Hal. Sardar Diler Jung Sardar Diler-ud-Doula Bahadur, CIE, the Agent of the Government, was amongst other things fully authorized and empowered on behalf of the Government to enter into. sign and execute all necessary deeds and papers for granting a mining concession to the Concessionaires, and whereas by n letter, dated the 5th day of July 1883, addressed by the Under Secretary of State for India to the said Saiad Abdul Hak Sardar Diler Jung Sardar Diler-ud Doula Bahadur. the said Sardar was authorized to act upon the instructions so given to him as aforesaid by the said Conneil of Regency at Hyderabad, AND WHERE'S a Railway Company has lately been formed under the Companies Acts, 1862, to 1800, having for its objects (among other things) the construction of a Railway from Hyderabad to Warangal, and thence to the southern frontier of the State of Hyderabad near Bezwada, and from Warangal to the northern frontier of the said State near Chanda, and whereas the said Saiad Abdul Hal Sardar Diler Jung Sardar Diler-nd-Doula Bahadur has given a general acceptance of the proposal to grant to the Concessionaires the concessions bereinafter contained, NOW THIS INDESTURE WITNESSETH that. in consideration of the premises, it is hereby agreed between the said parties hereto the Government binding itself as to the matters to be performed and observed by the Government and the Concessionaires binding themselves as to all the matters to be performed and observed either by themselves or by the Company to be formed as bereinafter mentioned but subject to the transfer to the same Company of the liability of the Concessionaires as hereinafter mentioned as follows —

- 1. The Concessionaires or their respective executors or administrators shall on any date within six months after the capital for the construction of the line from Warangal to Singaren is practically assirted, form in London under the Companies Acts, 1862 to 1850, a Company limited by shares with a capital of not less than £1,000,000 with powers to increase the capital ty an issue of del entures or otherwise if necessary, and having for or among its objects the acquisition of the rights and habilities of the Concessionaires nder these necessities at the execution of the works herein referred to
- 2 If such a Company shall be forroad before the expiration of the period fixed in clause 1, and if before that period £150,000 of its share capital at the least shall have been subscribed for and £75,000 shall have been actually paid up in respect of the subscribed share capital and if such Company shall also before the said period bave adopted this concession, and made itself liable to make the may ments mentioned in clause 11 hereof and in all other respects liable upon these presents to the same extent as the Concessionaires were or would be liable, then it shall be lawful for the Concessionaires to transfer to such Cumpany the benefit of this concession, and upon such transfer being effected and notified to the Government before the expiration of the period named in clause I, all liability of the Concessionaires to the Government hereunder shall cease, and the said deposit of £100,000 shall be released to the Concessionaries subject to the deduction of any moneys then due from them to the Government Until so released the same sum of £100,000 shall remain deposited as aforesaid Provided always that £50,000 of euch £100,00) may from tiree to time be withdrawn and used for the purposes of prospecting and obtaining epecimens of ores, coal, and other deposits, but that no actual mining operations shall be commenced, nor shall any obligation be entuled on the Government to grant any lease under these presents until the Company bereby agreed to be formed shall have been registered, and such proportion of its share capital as afore-aid paid up
- 3. The first object of the Company thus constituted will be to work the coal field at Supparent They will, when duly constituted, arrange, as specified in clauses 4 to 12 below, for the occupation of the site and opening up the mine in such a manner that they will be in a position to supply (if so required) not less than 500 tons of good coal per week by the date of the opening of the railway communication to either Hyderabad or Bezwada or by the 50th June 1888 at latest
- Sx At any time or times and from time to time until the 1st Janusty 1890, the said Company to be formed as aforesaid may, without parment to the Government, from time to time, select and notify to the Covernment the selection of such and so many of the following coal and iron mines and beds in His Highness's territories namely, the Singaroni iron mines, the Kamman coal and iron mines, the Satt coal and iron mines the Paoni coal and iron mines, the Nirmal coal and iron mines, the Nirmal coal and iron mines, the Manamhonda coal and iron mines,

the Velgandal c al and from mines, and the Med it coal and from mines, as the said Company wish to require for mining operations, and on which the said Company shall be prepared to eminence, within two years from selection, or from the opening of a section of the proposed milway within reasonable distance, whichever shall first happen, active moint, operations conformably with the terms of these presents. Every such notification shall describe the premises therein referred to by reference to the willage plan for the provided or minerals which or minerals which

r minerals which have been surien-

dered, ahandoned, or forfested as heresuafter mentioned. Provided also that no land shall be taken without the previous consent of the representatives of the Government being first obtained.

- 4 Upon any such premises as afores iid being selected and notifi d as nforestid if the Concessionaires and the said Company shill, up to that time, have fully observed and performed their part of the said agreement, the Government will, from time to time, at the expense of the Concessionaires or the Company but free of may premium or other jasment not herein expressly provided for, grant to the Company or their liceosed nominees (if any) and the said Company or their licensed nomioees shall accept, without any investiga tion of, or objection to, the title to such premises a lease of such premises for a term of 99 years from the date of these presents, upon and subject to the terms and cooditions hereinafter referred to Any number of mines may, ot the option of the said Company, le comprised in any one and the same lease The Government shall not be bound to grant any lease to any nomince or assignce of the said Compins, but only to the said Company, but the Gov. ernment will not, as a rule, withhold its sanction to the gmnt of any lease by the Company, ucless the proposed lessee or assignee he not coosidered sufficiently solvent
- 5 There shall be included in every such lease so much surface as shall be necessary for spoil banks for the purpose of depositing the output from the mines, and for constructing buildings, roads, and works frearring on mining operations under the lease, the quintity and position of such lands (in case of dispute) to be settled by Arburation under cluuse B3 lereof Provided that no surface land shall be taken for smelting or any other purpose than getting and earlying way the raw ores and other substances gotten from the demised premises unless by special arrangement with the Government
- 6 Fvery leave shall be granted and taken subject to the payment of the rate of laod assessment usually payable in respect of similar lauds so His Highness's Dominions
- 7 The privileges intended to be hereby granted shall be taken to be subject to the estates interests, and no bis if any) in or to the premises to be computed in any any lease as aforesand of all persons (other than the Government, and persons claiming under the Government by any grant of the Government of later date than the date hereof), and the Governmeot shall not be called upon to graot any such lease, nor shall any hand be entered

within or under the same, nitil such , at the cost of the Company, as regards others, as shall yest in the Government

and enable the Government to hand over to the Company the lands, mnerals, and privileges to be demised Provided always that the Government shall not be bound to include in any such lease any lands not under their immediate control as to win he they may deem it mexpedient to make such arrangements as aforesaid Every such leave shall contain a covernnt by the Lesvee to compensate all persons, subject to whose estates, interests, or rights such leave shall he granted, for all unavoidable or incidental damage, and to keep the Government indemnified against all claims for such damage.

8. Every lease shall contain proper powers to the Lessee to work the demixed premises and to use any part of the surface therein comprisal for spol hanks for the purpose of depositing the output from the mines thereby demixed of whatsoever nature it may be and to make and construct, on such surface, all huldings, roads and works, either temporary or permanent, of every kind, for working and carrying on all or any of the mining operations of the Torsee.

Lessee

9 Every leave shall purport to empower the Lessee for the purposes of
mining, and, with the consent of the Government, to make and use roads
over the lands adjacent to the premises comprised in such lease, and to
lay down and use rails, sidings, and quinctions (but without prejudee to the
rights of any Rulway Company), and to use all ways, water courses, rivers,
and rivulets in and throughout the territories of His Highness the Nizam
and belonging to the Government, and also in covenant by the Lessee to
munitain all roads in good repair which shall be constructed by such Lesses
on such adjacent lands

10 In every lease there chall he reserved to the Government all powers, easements, and rights necessary or expedient for working by themselves or expedient for working by themselves or expedient for working by the section of the control of the co

whether or not under the same surface as the premises leased, and whether or not originally comprised in the lease

11. Every lease shall reserve by way of rent royalties on the amount of coal, raw ore, material or substances won, and such royalties shall be fixed by agreement between a Mining Engineer to be appointed by the Government, - default of their and a Mining ? to be appointed agreement, by seer respectively by the Govern - Board in fixing are heremafter such royalties shall have regard to the quality of the coal, or of the ore, miterial or substances to be worked (as for example in the base of pron whether hematite, oxides, carbonates, or otherwise, the percentage of metal in the ore, the selling-prices in England and India of coal, iron, or other substance in question, the cost of carrings and all other circumstances, and so that the fixing and determining of such royalties shall be based and founded

on the consent or no start of a far as the Company may, if threatened his, he at liberty by giving a year's mines as they are unable to work

profitably

- 11a Provided that in case of the Singaren coal field the rate of royalty shall be computed on quantities won and shall, if the sales he less than 100,000 British tons per annum, be fixed at eight annas per ton, any excess over the above quantity may be charged with a higher rate of royalty up to a hunt of one rupe per ton.
- 12. Every lease (whether of the coal or non mines bereinbefore mentioned, or of any other mines or mineral substances or materials under the provisions hereinafter contained for leases of other mines or mineral substances) so ill also contain covenants by the Lease (the word Leases comprehending one or more Leases, their respective executors, administrators, and heensed assigns) to the following effect, so far as applicable to the eases of such lease
 - (1) To pay the said assessment
- (2) To pay the said royalties to be reserved in such lease and to be fixed as hereinbefore provided
- (3) To work in every year of the said lease up to such a minimum total royalty as shall he fixed two years subsequent to the commencing of active mining operations by the Mining Board to be constituted as hereinbefore provided
- (4) To maintain in good order and repair, and to the satisfaction of the Government, all roads, buildings, plact, machinery, and works constructed or used by the Lessee or any person claiming under the Lesse during the continuance of the lease except mines incapable of being worked to hencit, but this covenant is to be subject to the power of removal to be granted to the Lessee as hereinafter mentioned.
- (5) That the Lessee, or any person claiming under the Lessee, shall not keep any armed retainers, but shall, if necessary, apply for protection to the Government of this Highness the Nizam, who shall engage to afford the same
- (6) That the Lessee, or any person claiming under the Lessee, or their respective servants, after than natives of India, shall not have, nor shall such natives, by the permission in sufferance of the Lessee, or any person claiming under the Lessee, have any monetary transactions with the Government of this Highness the Nizamo or the Nohles, Jagridary, Jem dars, Zammdars or other officials of the Hyderabad State, beyond those provided for in the lesse.
- (7) That the Lesses, or the executors, administrators, successors, or assigns of the Lesses will not assign, underlet, or part with the possess in of the demined premises or any part thereof, unless with the previous consent in writing of the Government.

- (8) That the Lessee, and all claiming under the Lessee, will during the term and after any section of railway is opened within a reasonable distance in the best and most effectual manner and to the utmost and on the most approved principles, and with due provision for drainage and verbilat a of mines and for the security of life and the maintenance of the value of the property, and without intermission, except when prevented by insuperable accident, work, win, get and raise all the mines, fields, deposits of coal, ore and other material or substances comprised in the lease (except such as shall not be capable of heing worked to benefit), and so far as is consistent with the covenant next heremafter mentioned.
- (9) That the Lessee, and all elaming under the Lessee, will not permit or suffer any subterraneous or other exeavations to be made under or within a distance to be hixed in each case and from time to time by the Government Mining Engineer (and which distance may vary for different depths or different sois) of or any works or operations whatever likely to damage structurally any dwelling house or huilding belonging to any person other than the Lessee.
- (10) That except by the express consent of the Government, no coal, raw or other material or substance raised or gotten from the demised premise shall be removed from the premises for the purpose of sale or otherwise or converted or used for any other purp se until the particulars thereof have been duly entered and recorded together with the amount of the royalties payable in respect of the same, but that, in the case of coal and ores, the Lessee shall be allowed one-teuth of the actual winnings for colliery consumption and wasten
- (11) That the Lessee and the executors, administrators, successors, and assigns of the Lessee, will, at his or their own expense during the term, erect and continue at the place or each of the places where any coal, raw ore, or other material or substance to be gotten during the term out of the demised premises shall be raised or brought to the surface, a machine house or machine-houses and keep the same in good repair, and set up and continue a weighing machine or machines, with proper standard weights of His Highness's State in the machine bonse or machine houses so to be erected, and will at all reasonable times permit any officers and workmen appointed by the Government in that behalf to bave free access to such machine or machines and weights and male use of, prove, and regulate the same, and will keep the same in good repair and at the like expense provide proper persons to superintend the same and will cause all the coal, raw ore, and other material or substances which shall be gotten from premises (whether the same shall be taken away and sold or disposed of or be used or consumed) to be duly weighed and will cruse the weights of all such coal, raw ore, and other material or substances distinguishing the different classes and qualities to be from time to time entered in proper books of account to be provided for that purpose by the Lessee or the executors, administrators, successors, or assigns of the Lessee and to be Lept at the office where such coal, raw ore, and other material or substances respectively shall be raised or brought to the surface and will not remove,

consume, smelt, or dispose of any coal, raw ore, or other material or subany persons from time all reasonable times whine houses and office

time to hen the

said coal, raw ore, and other material or substances shall be weighed, and also from time to time as often as such persons shall think proper to weigh and take account of all such coal, raw ore, and other material or substances respectively and for that purpose in have the use of the said machines and also the help and assistance of any of the servants or workmen there employed and the use of the horses, wagons, carts, and other carriages, ropes, tackle and other implements and machinery employed in or about any of the demised premises without making any compensation for the same

- (12) That the Lessee and persons working under the Lessee the demised premises or any of them will, on the first day of every third calendar month during the continuance of the term, settle and make up full, true, and particular accounts of all coal, raw ore and other material and substances gotten and raised from the demised premises, and of all sales thereof respectively with dates, weights, names, prices and all such other particulars as the Government shall from time to time require and also of all rents and royalties that shall have become payable under or by virtue of the lease and will keep proper working plans with reference to all operations under the lease
- (13) That all accounts pertaining to the matters of this agreement shall be kept in local currency and in such form as the Government shall from time to time prescribe, and a true statement thereof shall be submitted yearly by the Lessee to the Government with copies of all the said plans
- (14) That the accounts in respect of each of the following classes of minerals and metals shall be Lept separately, viz .-
 - (A) Gold and alver.
 - (B) Iron ore and stone (of which each reparate quality is to be in a separate class as if separately here specified)
 - (C) Coal
 - (D) Precious stones
 - (E) Mineral oils
 - (F) Alum.
 - (G) Pottery earth
 - (II) Fireclay.
 - (K) Limestone
 - (L) All other clays, metals, minerals and mineral substances (each to be set arately classified)
- (15) That all books, accounts, documents, plans, southers and papers relating to any operations under the lease and also all the mines and works

of the Lessee shall at all reasonable times be open to the inspection of any person or persons duly authorized in that behalf by the Government, and that free access and all reasonable facilities for inspecting and taking copies of or extracts from such books, accounts, documents, plans, vonchers, and appears, and for inspecting, measuring and testing such mines and works and all information in connection therewith, which shall be required by such person or persons, shall be afforded from time to time to such person or persons by the Lessee and all persons claiming under the Lessee, provided that the exertise of the rights of inspection, measurement and testing shall be conflucted at reasonable hours in the day time, and in such a manner as not to interfere more than is reasonably necessary with the working of the mines

- (10) That the accounts may be audited half yearly by any duly authotized agent or agents of the Government who for that purpose shall have power to call for all such books, accounts, documents, plans and vouchers as he of they may think proper for the verification thereof
- (17) That all pits, shafts, machinery and works shall be kept properly fenced off so as to protect the public, or their cattle, sheep or other animals from the danger of straying thereunto, and that the Lessee or the executors, administrators, successors, or assigns of the Lessee, and all persons working under the Lessee the demised premises or any part thereof, will from time to time within six calendar months uext ofter any pit or shaft shall have been disused, arch over the mouth thereof with good bricks and mortar and will, within six calendar months next after the 1st day of January in every year, either fill up and level such parts of the surface comprised in the lease as shall no longer be required for the operations under the lease (except such parts as the Government may require not to be filled up, stopped, or levelled) or make due compensation to all persons other than the Government affected by fulure or omission to fill up and level the same, and at all events will cause the whole of the surface comprised in the lease to be filled up, stopped or levelled within six calendar months next after the end or sooner determination of the term created by the lease (except such parts as may be required by the Government not, to be filled up stopped or levelled and will within six calendar months either reinstnte or restore the lands so to he levelled to a state fit for cultivation and herbage or make due compensation to all persons other than the Government affected by failure or omission to so restore and remstate the same
 - (18) That at the expiration or sooner determination of the term the

erections and buildings then standing additions ti ereto (except such as are

- by the 1 a c authorized to be removed) in good and substantial repair and working order an 1 in all re peets in such afate and condition as shall be consistent with the due performance of the concentate in the lease except as shall be otherwise agr ed between the Lesse as d the Government, and also all agreements between the Government and the Lesses
- (19) That a special Lohee shall, if required by the Losee, be appointed when necessary to enforce order between the screams of the Lessee when

encaced in operations on the premises leased and the subjects of His Highness, and that the cost of such Police shall he borne in the following proportions, 112, 70 by the Government and 70 by the Lesce, and that the Police force thus constituted shall be placed under the orders of an officer of the Government of India appointed by the British Resident at Hyderabad so long as the Government of India shall consent to such arrangement

(20) And also a clause for referring to arhitration any differences or disputes between the Government and the Lessee, such clause to be similar (mutates mutanies) to clause 18 hereof.

And also covenants by the Government to the following effect, (riz.)-

(21) That at the expiration or sooner determination of the term created by the lease or at any time previous thereto the I c see shall te at liberty (subject to the right of persons other than the Government) to semove all engines, bulers and other machinery and plant of evers description belonging to the Lessee, which may be or have been in use on the premises therein comprised in connection with any of the operations under the lease, or to sell the same on the spot subject to the same being I rst offered to the Government, at a price to be agreed between the Lessee and the Government, or in default of such agreement, to be fixed by arbitration under the arbitration clause in the lease

(22) That all machinery, plant and utensils required for the purpose of executing any works, either temporary or permanent, under the lease shall be admitted into His Highness's territories free of all fiscal charges and duties whatever payable to His Highness's Government or to any local authorities claiming under His Highness nader a title subsequent to this agreement

(23) That it shall be lawful for the Le-see to surrender the lease at any time by giving to the Government twelve calendar months' notice in writing, whereupon all future liability on the part of the Lessse shall cease but without prejudice to the Lessee's hability in respect of any prior breach of covenant.

(44) That if the Lescee shall discontinue or at any time after the granting of the lease neglect or unit or permit or suffer to be omitted the working of any of the demised mines or premises, but shall not be willing to surrender the lease under the concust lasth herein efore stipulated for, it shall be lawful for the Lessee It grain; twelve months' prevous not ce in writing to surrender any or uny part of such demised in new and premi es without the remainder, tut meluding so much of the demised surface as shall thereus on tecome unnecessary for working the re's ned in nes and premises and thereupon all future liability on the part of the Lessee shall cease as regards the part surrendered (the process one of the lease being construed distritu itels) but without fregud ce to the Lessee's hal hits in respect of any previous I reach of convenant, and upon such surrender the Lessee shall grant to the trovernment all such rowers, easements and rights as may be necessary or expedient for conseniently a deffic emily working the surrendered mines and rem ees

The Company agree to surrender to the Government any hard in the

Hyderabad State taken up for mining operations on which active mining operations are not commenced by the end of 1896-Foreign Department letter No 4115, dated 30th November 1886

(25) And also a proviso by way of condition that if and whenever any part of the rents or royalties by the same lease reserved or made payable in respect of any property which shall not have been surrendered, shall be marren for three months, whether the same shall have been legally demanded or not, or if and whenever the Lessee shall discontinue working to any twelve consecu tive months any mine or mines upon which active mining operations shall once have been commenced and which shall not have been surrendered under the lowers hereinbefore mentioned and referred to, if the Company shall be wound up or cease to exist or if and whenever there shall be a breach or nonobservance of any of the covenant

the same lease, and the Lessee s

420

the satisfaction of Government for ernment to re enter upon any part of the same premises in the name of the whole and thereupon the term thereby granted shall absolutely determine except in so far as shall relate to the recovery of any of the rents or royalties the chy reserved or made payable which shall he then in arrear or to the saits faction of damage for breach or non-observance of my of the coveasats or agreements by the Lessee contained in the lease so terminated and that such right of re-entry may be exercised by the Government notwithstanding the waiver by them of any prior forfeiture or forfeitures

And also such covenants, clanses and provisions as (not being incoasistent with the clauses hereinbefore specified) shall be usually inserted in leases of a

aimilar character of mines in England

- 13 When the Railways hereinbefore referred to me completely constructed and in operation and capable of transporting mineral traffic to the necessary extent, the Company hereby agreed to be formed or their Lessees shall sell to such Railways coal sufficient for the bond fide requirements of their traffic at special rates which shall be not les than 30 per cent below the rates of sale to the outside public, provided that the Railway Company engage in a separate agreement with the Company hereby agreed to be formed to carry the produce of the mines that shall be sold to foreign tailways at 30 per cent below the ordinary quotations for the same classes of traffic, and the Company bereby agreed to be formed shall provide mineral traffic on the same Railways to an extent of a freight of £45,000 per annum, provided that the Railway Company gives reasonable facilities for such traffe and the development and working of the mines produce sufficient for that purpose
- The Concessionaires, their executors or administrators shall not, nor shall the said Company, keep any armed retainers, but shall, if necessary, apply to the Government of His Highness the Nizam for protection which shall at once be afforded by the Government.
- 15 The Concessionaires, their executors or administrators or their servants (other than natives of India) shall not, nor shall the said Company or its servants (other than natives of Indial, nor shall such natives by the permission or sufferance of the Concession aires, their executors or administrators or of the

said Company, have any monetary transactions with the Government of His Highness the Nizam or the Nobles, Jaghirdars, Jemidars, Zamindars or other officials of the Hyderabad State heyond those provided for 10 these presents.

16. A special police shall, if required by the Concessionaires, their executors or administrators until the transfer of this concession to the Company as hereimbefore mentioned and after such transfer then if required by the said Company, be appointed when necessary to enforce order between the servants of the requesting paths do not not serve the dominions of His.

the domioions of His of such Police shall be the Government and

the Government and stituted shall be placed under the orders of an officer of the Government of India appointed by the Resident at Hyderabad so long as the Government of India consent to such arrangement

 And this indenture further witnesseth that in consideration of the premises, it is further agreed between the parties bereto, the Government binding niself os to the matters to be performed and observed by the Government and the Concessionaires binding themselves as to oll the matters to be performed and observed either by themselves or the said Company, but subject to the transfer to the same Company of the hability of the Concessionaires as before mentioned as follows The Concessionaires or the said Company shall have from the date of these presents (so far as the Government can grant the same) the exclusive right of prospecting and testing for gold, silver, iron, coil, pregrous stones, precious metals, and other mines and minemls and mineral oils and mineral substances of what kind soever throughout all portions of the territories of His Highness the Nizam until the 31st day of December 1891. but the Concessionaires or the Company shall, before exercising such right, notify to Government their intention so to do. The Concessionaires or the said Compiny may, from time to time, until the said Sist day of December 1891, select and notify to the Government the selection of (specifying the same) such and so many of ony lands, mines, fields, beds, deposits of coil, clay, iron, ironstone, limestone, and all or any other minerals, metils, precious stones, mineral-oils, and mineral substances in the territories of His Highness the Nizam (other than those specified in the third article of these presents) as they desire to acquire for the purpose of mining operations and such notifications shall describe the lands relected by reference to the village map or plan relating to the same and upon any premises being selected as in this clause, provided the Government will, from time to time, at the expense of the Conce-stonaires or the Company, but free of any premium or other payments not by these presents expressly provided for grant to the said Company or their licensed nominees (if any), who respectively shall accept the same without any investigation of or objection to the title a lease or leases of such premises for a term of 93 years from the date of these presents, which lesse or leases shall reserve in respect of each mineral or mineral substance to be thereby demised, rents and royalties to be fised by the said Mining Board on the principle as near as can be and in the manner provided by Clause 11, and contain the same powers and covenants (malates malandes) as are bereinbefore trovided with respect to the premises to be selected under the provisions of the third article of these presents, and the other stipulations of these presents shall apply to the premises to be selected pursuant to the provisions of this clause in like manner as to the premises to be selected under the said third article and as fully as if such stipulations were herein repeated, and all such other provision shall be inserted in such lease or leases as in the opinion of the Mining Board may be required having regard to the peculiar nature of the minerals or mineral substances to be therein comprised. The Concessionaires or the said Company shall be at liberty to defer and shall not be required to exercise their right of prospecting and testing at any time before the first day of June 1888, but from the date of their application for leave to exercise such right, they shall be hable to pay to the Government up to the 31st day of December 1891, by equal quarterly payments, and as the consideration for such exclusive rights to prospect and test, the yearly sum of British H50,000, from which there shall be deducted any royalties paid to the Government under any lease granted pursuant to the provisions in this paragraph contained

18 If any dispute or difference shall arise between the Concessionnies of their executors or administrators, or the Company to be formed as hereinsbefore is mentioned, on the one hand and the Government on the other hand concerning this concession, or the interpretation thereof, or the rights or highlities of either party hereunder, such dispute or difference shall be referred to a Board of Arbitration, one member of which shall be appointed by the Government, and the other by the other party to the dispute or difference and the duty of the said Board shall be to enquire into and equitably adjust and determine such dispute or difference, and if unable to do so by reason of difference of opinion among the members thereof or for any other reason, to

appointment of an Unique may be made upon the application of close 1 by Her Majesty's Secretary of State for India, and the decision of such Board, or in the event of their not arriving at a decision as aforesaid, the decision of such Unique shall be first, and buding upon both praties and no appeal shall he thereform, and upon every such reference the thord of Arbitation and Unique shall respectively have power to examine witnesses upon oath or affirmation and to fix, settle and determine the amount of the cost of the reference and award respectively or meidental thereto to be push by an article, or by either party, and to direct and award when and by whom such costs shall be paid. In matters not otherwise herein provided for the provisions of the Common Law Procedure Act, 1834, and the Acts amending the same shall limitatis mulandis) have effect in relation to every arbitation under this malenting.

IN WITNESS whereof the said Nawab Mir Laik Alt Khau Bahalur Salar Jung Munir-ud Doulah Mukhtar-ul-Yulk Imadas Sultana acting on Ichalf of the Government of His Highness the Nizam has hereunto affixed the seal of State of His Highness' Government, and the said Wilham Clarence Watson and John Stewart have bereunto set their hands and seals the day and year first above written

The Seal of State of the Government of H1s H1squess the Nizam faced by me affixed by the Nawth Salar Jung [Sd] Salar Innd as-Sultana, the Prime Munister of the Government of H1s H1ghness | MADAS SULTANA of the Rizam, in the presence of

The Seal of State affixed by me

(Sd) SALAR JUNG
IMADAS SULTANA

Highness
the Nizam

(Signed) ALEY H E CAMPBELL, COLONEL,

> Supt & Manager, Residency Bazaar, Hyderabad, Deccan

Signed, sealed and delivered by the above named William Clarence Watson and John Stewart by their Attorney Charles Alrest Winter in the presence of

(Signed) WILLIAM CLARENCE WATSON by bis duly constituted Attorney, C. A. WINTER.

(Signed) JOHN STEWART by his duly constituted Attorney, C. A.WINTER.

(Signed) ALF'S H E CAMPBELL, (Signed) W C FURNIVALL,

Agent & Chief Fugineer, His Highness the Nizam's Guaranteed State Railways Company, Ismite t Hydersbad, Decean

No. CIX.

Modified Mining Agreement, dated 2nd January 1890.

This AGREEMENT entered into this second day of January 1890, between His Highness the Nizam of Hyderabad (hereinafter ealled "HIS HIGHNESS"), of the first part; the HY-DERABAD (DECCAN) COMPANY LIMITED (hereinafter called "the COMPANY"), of the second part; WILLIAM CLARENCE WATSON, of 7 GREAT WINCHESTER STREET, in the City of London, Merehant (hereinafter called Mr. Warson), and JAMES GRAHAME STEWART, of the Conservative Club, St. James Sreet, in the County of London, Esquire, and Charles James Stewart, of No. 70 Lexham Gardens, in the said County, Esquire, which said James Grahame Stewart and Charles James Stewart are the Executors of John STEWARI deceased, and are (bereinafter called Mr. STEWARI'S Executors), of the third part, and the said WILLIAM CLARENCE WATSON and JAMES GRAHAME SIEWART, of the fourth part; Witnesseth as follows:-

By an indenture, dated the 7th day of January, 1886 (hereinafter calle "the Concession"), and made between the Government of His Highness an the said William Clarence Watson and John Stewart (hereinafter called Meser Watson & Stewart), it was agreed that Messrs Watson & Stewart should within the time therein mentioned, form in London a Company of the de scription therein n

the rights and link

and the execution

such a Company should be formed, and the proportions of its capital therei mentioned should be subscribed and paid up, it should be lawful for Messr Watson & Stewart to transfer to such Company the benefit of the Conces rtain mining and

ature and upon th h reference is here

by made.

Messrs, Watson & Stewart, as they allege, within the time in that behalumited by the Concession, formed the Company, and subscribed and paid up the proportions of its capital thereby prescribed, and sold and transferred to the Concession in consideration of certain fully paid shares of the Company allotted to them.

On the 20th July 1887 the sand John Stewart deel, having by his will, dated the 19th February 1885, appointed the said James Grahame Stewart and Charles James Stewart, and also Mathida Stewart and Henry Hardcardle executors thereof, and the said will was proved by the said James Grahame Stewart and Charles James Stewart on the 9th August 1887

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Stewart to the extent of a one fourth part of share thereof or therein, and also in respect of certain dealings or transactions of the said Abdul Huk in connection with certain shares in the Company by disposing of them to His Hi, hess

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y of the

formation of the Company, and the terms of the transfer to it of the Concession, and asserted claims against Mr Watson alone in respect of his note as agent for His Highness in connection with the disposition of the said shares by Abdul Hul to His includess

Suggestions have heen made by some of the shareholders of the Company that by reason of the part taken by Messrs Watson & Stewart and other parties interested with them in the Concession in the formation of the Company, the settlement of the terms of the sale and transfer to it of the Concession, and the carrying of the same into effect, the Company might be entitled to rectain the said sale and transfer, or to require the parties hereto of the third part, or the parties interested therein with them, to account to the Company for all or some part of the profit thereby made by such parties respectively.

The Company does not admit any of the as ertions and claims made by or on behalf of this Hightees

The parties hereto of the third and fourth parts do not admit any of the said assertions and claims or of the as ertions and claims so made or suggested by or on behalf or in the interest of the Company or the si archiders and recognise no listlifty in respect of any of the matters termilefore referred to, but they are desirous of a sist ing the Company and in consequence certain negotiations were commenced for the remosal of all objections, claims and disjutes of any kind by or between any of the parties hereto, and the obtaining from His Hi, house of all objections the remosal of all objections that the continuing from His Hi, house of all objections.

its title to the rights and confirmation of the sail Con

attors thereof, and these negotiations have led to the arrangement berein contained

It has been agreed between His Highness and the paties of the second, the and fourth parts that the performance by the parties hereto of the second and fourth parts of the engagements hereinafter contained on their parts respectively shall be accepted by His Highness in satisfaction and discharge of all claims by His Highness against the Company and Mr Mason and Mr Stewart's executors and estate, and all other parties originally interested in the said concession or any of them (since and except the said Abdul Hula as herein fiter more fully appears), whether such claims have been already asserted or not, arising out of the obtaining of the Concession the arrangements connected therewith, the formation of the Company, the said parties with any declings in or with any of its shares, nil which claims are hereby abandoned

His Highaess, at the request of the parties of the second and fourth parts, hereby declares that in the event of this ngreement being executed and the engagements of the other parties hereto heing duly performed the drafts of the leases and the lates of royalties for coal and all other minerals mentioned in the Concession shall be promptly settled, in accordance with the terms of the said Concession

The parties hereto of the fourth part shall subscribe or find responsible subscribers for £150,000 Deferred Share Capital, so that the sum of £150,000 shall be paid to the Company, and which Deferred Share Capital is not to receive dividends for any year unless 5 per cent be paid for that year on the existing £1,000,000 of capital, but when 5 per cent is paid for any year on the whole £1,160,000, further dividends for that year are to be paid on sil without distinction

The Government of His Highness is to have the perpetual right to nominate a Director, who need not he quilified by shares, and who may result in Ingland or in India, and who shall have the same rights and powers at the other Directors, except with respect to any differences which may arrective. His Highness and the Company, is to which he shall not be initialed to vote or otherwise act as a Director. Any necessary regulations to this end are to he carried out by the Company.

Subject to the due performance by the parties hereto of the second, think and fourth parts of their respective engagements hereunder, the selecting jetted under Clause 3A of the Concession is to be extended to December 31st 1831

His Highness absolutely reserves and maintains all lus rights and claims ngainst the said Abdul Hirk and his isterest or shares to the Company, and no steps taken or to be taken by His Highness' Government with reference thereto shall affect or prejudice the rights or position of His Highness, or the obligations hereunder of the parties of the second and fourth parts

The Company confirms the sale and transfer of the Concession by Messrs Watson & Stewart to the Company, and renounces all claim to any part of the profit made by means thereof by Messrs Watson & Stewart, or any parties interested with them in the said sale and transfer.

In witness whereof His Highness has caused the Seal of State of His Highness's Government to be bereunto affixed, and the Company has caused its Common Seal to be between to affixed, and the parties of the tind and fourth parts have hereunto set their hands and seals the day and year first above written

The Common Scal of the Hyderatad (Deccan)
(ompany, Limited, was hereunto affixed in
the presence of

The Hyderabad
1896
(Decean) Company
Limi ed

G H M BAITIN, Director.

L. L IIALL, Secretary

Signed, scaled, and delivered by the said WILLIAM CLARENCE WATSON in the presence of

G M CLEWFATS,

Solicitor

17, Gre ham House, Old Br ad Street,

London

Signed, sealed, and delivered by the said

James Graham Stewarr, by Edward Faccis Terren, bis Attorney,
in the presence of

Attorney

"M. J FOLF"

Clerk to Mesers Turner and Hacon,

101, Leadenhall Street, London, L. C.

Solicators.

Signed, sealed, and delivered by the said
CHARLES JAMES STEWART in the
presence of

MM 1 NOEP

Signed, sealed, and delivered by the said James Grahame Stewart in the Justice of Grahame Stewart in the Justice of

F A BAYLARG,

Banker,

Pau

I hereby certify that J Grahame Stewart has appeared before me this 19th day of December 1889, and signed this document, he being known to me

In witness whereof I have hereunto set my hand and official seal the day and year above written

> J MORRIS POST, Acting British Free Consul

No CX

TRANSLATION OF AN ORDER OF HIS HIGHNESS THE NIZAM'S GOV-ERNMENT, DATED 165 RIJAR 3100H.

At the request of the Resident, and with the approval of His Highness the Nizam, it is hereby notified that the Indian Telegraph Act (AlII of 1885) and the rules framed thereunder will be considered applicable to all the existing and future telegraph lines in the Hyderabad State

PART III.

TREATIES, ENGAGEMENTS' AND SANADS

RELATING TO

MYSORE AND COORG.

1.-MYSORE.

The present dynasty of Mysore dates from the commencement of the filter than the commencement of the Mysore and established a rulo which, commencing with a few villages, now comprises the Mysore territory. The ninth Chief in succession took the fortress of Seringapatam from the Vijayanagar dynasty, and speedily enlarged his possessions, which comprised by the year 1704 an area of 10,000 squaro miles, with a revenue of fifty lakhs of rupees. The direct descent failed on the death of Dodda Krishna Raj in 1731, and thenceforth the real power remained in the hands of the herediary General of the forces, by whom the Rajas of Mysore were selected.

The first intercourse between the British Government and Mysore was during the struggle for the supremacy of the Carnatic, at which time Mysore was still under Hindu rules. In this war Haidar Ali, who was desiried to suppliant the native dynasty by Muhammadan rule, commanded a force which the Maharaja of Mysore had sent to take part in the operations at Trichinopoli, it is unnecessary here to trace the various steps of Hisdar Ali's career. By intingue and force he soon raised himself to the chief power in Mysore, and deposed the Hindu ruler, Chikka Krishna Haj Wahar. In 1763 the Bombay Government concluded a commercial Treaty (No CNI) with him, and in 1766, after his conquest of Malabar, Haidar Ah confirmed (No CNII) all the granta and privileges acquired by the Bombay Government in Malabar.

The rapid extension of the conquests of Haidar Ali over the neighbouring districts made his power dangerous to the peace of the Company's possessions in the Carnatic. Therefore, in the treaty concluded with the Niram in 1766, the English agreed to assist him with a force against Haidar. Scarcely was the treaty concluded when the Nizam deserted the alliance and joined Haidar Ali in invaling the Carnatic. Their united forces were defeated, and the Nizam was detached from the alliance with Haidar by the treaty of 1768. Haidar Ali for a time prosecuted the wir alone, but, in the following year, after sustaining severe reverses, and not feeling himself very securely established in his own territories, he evinced a disposition for peace. His overtures, however, were not accepted. In 1769, by a rapid movement of his cavalry, he appeared within five miles of Madras, and the English, fearing the plunder of the town concluded a Treaty (No. CXIII) with him in April 1769 on the footing of mutual restitution of conquests and a defensive allunce. The treaty with the Madras Government was followed on the 8th August 1770 by a Treaty (No. CXIV) between the Bombay Government and Haidar. Its provisions were chiefly of a commercial nature

Under the treaty of 1769 Haidar Ali claimed assistance against the Mabrattas, with whom he was at wir, but his request was refused on the ground that he had been the aggressor by withholding the chanth which was due. He was reduced to great difficulties by the Mahrattas and was glad to make peace on very disadiantageous terms. During the districtions at the Poona Court Haidar recovered most of the territories which had been wrested from him by the Mahrattas, but he never forgave the English for refusing him assistance in his difficulties.

When war was declared between England and France in 1775, it was determined to drive the French from all their possessions in India Chandaringar, Masilipatam, Karikal, and Pondicherry surrendered without resistance, and there remained to the French only the small station of Mahé on the Malabar coast. Mahé was situated in the territories of a petty Chief who was tributary to Haidar Ah, and the British Government resolved to attack it, notwithstanding the threat of Haidar Ah; to retaliate by an invasion of the Carnatic. The place was taken in 1779 "Haidar Ah, as well as the Nizam, was further irritated by the arrangements made with Basalat Jang respecting the Guntur Circar. Having collected a large force, Haidar burst into the Carnatic in 1780, when the British Government were pressed for money and troops and ill prepared to meet him. Notwithstanding many brilliant successes in the campaign which ensued, the British army was so crippled by a defective commissional that it could effect nothing decisive

As a means of assisting the military operations by creating a revolution in Harbar's territories, the British Resident at Tanjore entered into steret

negotiations for the restoration of the Hindu dynasty in Mysore. A Brahman, named Trimal Rao, who had for some years assided at Tanjore and had held office in Mysore under the Hindu Government, was supposed to possess political powers from the imprisoned Rani. With him a Treaty (No CXV) was concluded on the 28th October 1782 on the Ram's helialf. Its principal provisions were the restoration of the Hindu family to power, the payment by the Rani of stipulated contributions for the assistance of British troops, the future protection of the country by a British force, and the payment through the British Government of the tribute due from Mysore to the Mughals (Moguls) and of the Mahratta chauth

Shortly after the conclusion of this agreement Haidar Ali died on the 7th Dember 1782, but the war was prosecuted with unabated energy by his son ThunSultan. To further the objects of the secret treaty a scheme was formed at Seriogapatam for the release of the Eoglish prisoners, the seizure of the foit, ood the proclamation of the Hindu Roja. But the project was discovered oo the night preceding the concerted rising. Lerey one coocerned or suspected of heing concerned in it was put to death. The treaty led to no practicol results, and there is every reason to believe that the Raoi Lnew nothing of the treaty which had been concluded in her amme, or of the coospirory which had been formed for the overthrow of Tipu's government.

Tipu Sultan received vigorous support in the war from the French, between whom and Hudar Alt there had always been a close friendship. But the declaration of peace between Fingland and France, and the consequent withdrawal of the Freech troops, left him too weak to prosecute hostilities alone. A Treaty of piace (No. CAV I) was therefore concloded at Mangalore on the Hith March 1784. In this treaty the Rays of Tanjore and Transcore and the other inhies of both parties were included. The ha is of the treaty was tho mutual restoration of conquests, and the confirmation to the British Government of all the privileges granted them by Haidar Ali. The conclusion of this treaty nearly produced a rupture with the Mahrattas, who considered it a violation of the treaty of Salbar*

In 1769 Tipu approached the country of Travancore, then in alliance with the British Government, with the object of recovering Karanganur and Ayakotta, which district, being the key to Travancore, the Baya had purchased from the Dutch, but which Tipu alleged to form part of Co. 1 m and to be tributary to him. His attack on the lines of Travancore failed, and the attack was considered by the British Government as a declaration of war, and a volation of the treaty of 1784, in which the Raja of Travancore was included by name. The war which followed was closed in February 1792, when Tipu Sultan threw himself on the mercy of his cooquerors and gave his two sons as hostages for the conclusion of a preliminary Treaty (No. CXVII). The Treaty (No. CXVIII) was definitively concluded on the 18th March 1792 at Serngapatam. Tipu was by this treaty stripped of half his territories and required to pay three crores and thirty lakls of rupees, and was hoond not to molest the palegars (polygars) and zamindars who had assisted the British forces in the war. The territories taken from Tipu were divided equally between the British Government, the Nizam ood the Peshwa, in porsuance of the triple alliance which had been formed in 1790 to reduce his power.

When hostilities hroke out between the Mahrattas ond the Nizam in 1795, Tipu Sultan, who had commenced intrigues with the French, the Mahrattas and the Nizam, almost immediately after the peace of Seriogapatam, ossembled his ormy and threatened to join the Mahrattas against Hyderabad In 1798 he sent ombassadors to the Isle of France to raise voluoteers for the porpose, publicly avowed and proclaimed, of expelling the British from India The remonstrances of Lord Wellesley were noeffectual to induce Tipu to come to friendly arrangements, and in February 1799 it become occessary for the armies of the British Government and the Nizam to march against him. The way was terminated on the 4th May by the fall of Seriogapatam and the death of Tipu, who fell bravely defending the fort.

In disposing of the conquered territories, it was considered that the partition of them between the British Government and the Nizam would afford just ground of jeriousy to the Moritas and aggrandise the power of the Nizam beyond due limits. It was therefore resolved to create a separate government in Mysore, and to bestow a portion of the territories on the Mahrattas, although they had taken no part in the war, on condition that the grant should form the hasis of a new treaty with them. The family of Tipu was set aside and the Hioda dynasty was restored in Mysore under Artchna Ray Wadiar, a child of three years of age, the grandson of the ruler deposed by Haidar Ah farty years before. The districts on the seasonst of Mysore, on I provinces adjoining the British territories in Mialsiar and the Carnatie, yielding. 7,77,110 Pagodas, were reserved by the British Government. The districts of Garamkonda, Goti (Gooty), and others contiguous to

Hyderahad, affording a revenue uf 6,07,332 Pagodas, were assigned to the Nizam Provinces yielding 2,63,957 Pagodas were offered to hut rejected by the Peshwa, and were subsequently shared between the British Government and the Nizam, and the young Maharaja was put in possession of territory producing a yearly revenue of 13,74,076 Pagodas

Krishna Raj Wadiar was not a party to the partition treaty of Mysore of the 13th July 1799, * otherwise than as the notified future recipient of the liberality of the British Government. To give effect to its liberal intentions the British Government concluded a subsidiary Treaty (No. CXIX) with him on the 8th July 1799, to which the Nizam was not n party. The subsidiary treaty provided for the location in the Mysore territory of a British subsidiary force, for which the Maharaja was to pay seven lakhs of Pagodas a year, received to the British Government the right to assume the whole or part of the Mysore territory, if there should be cause to apprehend failure in the payment of the subsidy, required the Maharaja to contribute, to meet the extraordinary expenses of war, soch a sum as should be considered to bear in just and reasonable proportion to his revenues, and bound him to good government.

The descendants of Tipu were removed to Vellore in the Madras Presidency, where they were liberally provided for After the mutiny at Vellore, in which they were believed to be concerned, ther were removed to Calcutta, where they continued to reside as stipendiaries till 1800. A large sum was then capitalised as a provision for them, with n view to terminate their dependence on the liberality of the British Government and to absorb them in the general mass of the population.

In December 1803 a supplementary Treaty (No CNN) was formed to effect certain exchanges t of territory with \$ Mysore, and in 1807 the sum

^{*} wee Hydersbad.

which the Maharaja was required to contribute to meet the ordinary expenses of war was commuted (No CXXI) to the maintenance by the Maharaja of a body of horse in peace and war

During the minority of the Maharaja the administration was conducted by an able Brahman minister named Purnaiya, who was invested with full powers of administration He continued in office till 1812, when he resigned the government into the hands of the Maharaja, leaving in the treasnry a sum ex ceeding two crores of rupees By a continued course of misgovernment the Maharaja drove the greater part of his subjects into rehellion, which was a danger to the peace of the neighbouring British districts, and in 1831 it hecame necessary for the British Government to interfere The Maharaja had dissipated all the treasure acquired by the Diwan Phrnaiya, and had involved himself deeply in debt Notwithstanding promises to put restraiat on his reckless expenditure, he continued to alienate revenues and sell privileges and State offices to raise funds for his extravagance. The pay of his troops fell into arrears Extortions and cruelties were practised, and there was no hope of redress The raiyats combined in resistance, and at last rebellion broke out, calling for the active exertions of a large British force in addition to the whole military power of the Maharaja So gross was the mismanagement and mal administration that it was deemed necessary for the British Government, under the provisions of the treaty of 1799, to assume the direct management of the State subject to the claim of the Maharaja, reserved by the treaty, to n provision of one lakh of Star Pagodas per annum and one fifth of the netre venue realised from the territory, until arrangements for the good government of the country should be so firmly established as to secure it from future disturbance

In 1834 the Governor General (Lord W Bentinel.) visited Mysore Son afterwards it was proposed that the Maharaja should cede the districts of Nagar, Chitaldrug, and Bangalore, with as much territory as, after paying the expenses of management, would yield a reveoue equal to the claims of the Generic of India on the Maharaja, which amounted to about thirteen liths of Pagodas a year, and that the remaining districts of the province should be restored to the Maharaja under securities for good government. But it was finally decided not to restore any portion of the territory until the administration had been established on a sound footing. The government was accordingly carried on by British "Commissioners for the government of the territorics of Mysore." At first there was a Board of two Commissioners, with a

Resident attached as before to the Court of the Maharaja It was, however, almost immediately found necessary to substitute for the Board a single Commissioner, and in 1843 the post of Resident was abolished

At different times the Maharaja made applications for the restoration of his State. The application made in February 1861 was rejected by Lord Canning in March 1862, because the improvement which had been effected in the administration had been effected in spite of opposition on the part of the Maharaja and his partisans, because the grant of territories to the Maharaja. under the subsidiary treaty of Mysore, was made solely in virtue of powers acquired by the British Government by conquest, and not of any hereditary rights of the Maharaja, because the conditions of the grant bad been for twenty years flagrantly and habitually violated before the British Government interfered to enforce the remedy provided by the subsidiary treaty, because no expectation, direct or indirect, had been held out that the Mabaraja's authority would be restored in his lifetime under its former conditions, although language had been used consistent with a purpose at some future time and under conditions left undefined, to restore a Native government, but not specifically that of the Maharaja, because the provision secured by treaty to the Maharaja in the event of the resumption of his territories, which provision was a personal and not an hereditary one, had been fully secured to and enjoyed by him, because the abligations of the British Government to the people of Mysore were as sacred as its obligations to the Mabaraja, and, finally, because there was no security accuest a relapse into miscovernment if the Mabarana's authority should be restored.

In spite of this refusal the Maharaja continued to press his claims, and in 1862 he appealed to Her Majesty's Government. After careful consideration of the arguments brought forward by the Maharaja, Her Majesty's Government decided that the assumption of the administration of the Mysore territories was in accordance with the provisions of the subsidiary treaty, and that the Maharaja could not as of right claim its restoration, further that the reinstatement of the Maharaja in the administration of the country was incompatible with the true interests of the people of Mysore.

On this final doesn in being communicated in February 1864 to the Malaraja he submitted a statement of requests, of which the most important was that he should be permitted to adopt a sin and hear to inherit his country and fold it as a Native State. The Government of India, while recogning the Raja's right to adopt as it as he private property was concerned, information

ed him in March 1864 that no anthority to adopt a successor to the State of Mi sore had ever heen given him, and that no such power could now be conceded. The decision was upheld by Her Majesty's Government About the same time the Government of India compromised for ahout 30 lakhs the private debts of the Chief, which amounted to upwards of 55 lakhs of rupees

In June 1865, notwith-tanding the earlier decision of the Government, the Maharaja adopted Chamrajendra Wadar Bahadur, a child 2½ years of age, and a member of the Bettada Kote hranch of the ruling family, as successor to all his rights and privileges The Government of India declined to recognise the adoption or to accord to the Maharaja's adopted son the honours and privileges due to the heir to the State of Mysor.

In the following year the Maharan again urged the question of the recognition of his adopted son, and in April 1867 his requests met with a favourable response. Without entering into any minute examination of the terms of the treaty of 1799, Her Majesty's Government recognised in the policy which dictated that settlement a desire to provide for the maintenance of an Indian dynasty in Mysore upon terms which should at ence afford a guarantee for the good government of the people and for the security of British rights and interests Having regard to the antiquity of the Maharaja's family, its long connection with Mysore, and the personal loyalty and attachment to the British Government which the Maharaja had manifested, the British Government desired to maintain that family on the gadi in the person of the Maharaja's adopted son, upon terms corresponding with those made in 1799, so far as the altered circumstances of the time would allow But hefore replacing the people of Mysore, in whose welfare the British Government felt peculiar interest owing to their having so long heen under British administration, under the rule of a Native ruler, it was held that it would be necessary both to give the young Chief un education calculated to prepare him for the duties of administration, and also to enter into an agree ment with him as to the principles upon which he should rule the country If at the demise of the Maharapa the young prince should not have attained his majority, the Mysore territory should, it was decided, continue to be governed in his name upon the same principles and under the same regulations as might be then in force

Malaraja Krisi na Raj Wadiar, who had been appointed to be a Knight Grand Commander of the Most Exalted Order of the Star of India, survived only a year after the completion of this arrangement, and diel on the 27th March 1868, at the age of seventy-four A Proclamation (No CXXII) was issued acknowledging the succession of Chamrijendra Wadar, and stating that during his minority the Mysore territory would be administered in his name by the British Government, and that if on his attaining the age of eighteen years he should be found qualified for the discharge of the duties of his position, the government of the country would be cotrusted to him, subject to such conditions as might be determined at that time — The Maharaja was accordingly publicly installed by the Commissioner of Mysore on the 23rd September 1868.

Between the date of the settlement of his debts in 1864 and the time of his death in 1868 Maharija Krishna Raj Wadish had contracted further habilities to the amount of 13 likhns of ropes. These were liquidated from the surplus revenues of Misore. It had been intended to set apart this surplus as a fund for the support of the relatives and dependents of Maharija Krishna Raj Wadiarafter his death, but this was rendered unnecessary by the continuance of the ruling family in the person of the Maharija's adopted son

The account of the one fifth of the net revenues of Mysere, which had heep paid to Maharah Krisina Ray Wadarduring his lifetime under articlo 5 of the treaty of 1799, and which had for several years averaged 13 laklis of rupees per annum, was closed at his death. All the revenues of Mysere were thereafter administered in trust by the British (coveriment, a separate account being Lept of the provision made for the support of the Maharaja, his family and dependents, and the unappropriated balacces being accumulated for the henefit of the Maharaja and the State of Mysere

The opportunity afforded by Maharaja Krishna Raj Wadiar's death was taken to revise the overgrown palese establishments the cost of which was reduced to nearly half its amount. One of the principal items of palace expenditure still consists of the allowances which are paid to the family connections of the Chief. Of these there are three classes, the Arsas or Rajban hims, who claim a common descent with the ruling family. It kumars or illegitimate descendants of the Missore Chiefs, and the Sivachars or blood relations of those with whom illegitimate councelions were formed. The stipends of the grands as and male Arus, are Irectifiary and amount to Rupess 1,18,000 per annurs, the continuance or lapse of the sipends only of livit eithers is regulated by a cole of rules sanctioned by the Government of India.

In 1877 it was arranged that the lands in the Mysore State occupied by the Madras railway should be held to have been transferred with full jurisdiction, short of sovereignty rights, to the British Government.

On the 5th March 1881, the Maharaja Chamrajendra Wadiar Hahadar attained the age of 18 years, and on the 25th of the same month the rendition of Mysore to native rile was effected by the installation of the young Chief as Maharaja of Mysore under the following Proclamation (No. CXXIII) of the Viceroy and Governor-General of India in Council —

"Whereas in the year 1868 the Viceroy and Governor-General of India in Council announced, by proclamation to the Chiefs and people in Mysore, that His Highness Chama-quendra Wadiar Bahadar, the adopted son of the late Maharaja Krishna Raj Wadiar Bahadur, had been acknowledged by the Government of India as successor to Maharaja Krishna Raj Wadiar and as Maharaja of the Mysore territories, and declared that when His Highness should attain the age of eighteen years, the government of the country would be entrusted to him, subject to such conditions as might be determined at the time,

"Now, therefore, His Excellency the Viceroy and Governor-General of India in Council announces to the Cluefs and people of Mysore, by command of Her Majesty the Queen of Great Britain and Iteland and Empress of India, that His Highness Chamrajendra Wadiar Bahadui is hereby placed in possession of the territories of Mysore, and invested with the administration of the Mysore State

"And His Excellency the Viceroy and Governor-General in Council declares further to the Chiefs and people of Myeore that the administration of the aforesaid territories by the British Government has on this day ceased and determined."

The Maharaja at the same time signed a Sanad or Instrument of Transfer (No. CXXIV) describing in twenty-four articles the conditions upon which the administration of the Mysore State was transferred to him by the British Government. By the fifth article the subsidy of twenty-five lakes of rupees a year bitherto paid to the British Government by Mysore was enhanced to thirty-five lakes.

On the 5th of April 1891, the Maharaja signed a Died of Assignment (No CNN), unling over (with effect from the date of his accession, rise, the 25th March 1881) free of charge, to the exclusive management of the British Government, for the purpose stated in article? of the Instrument of Transfer, all lands forming the Civil and Military Station of Bungalore, and certain adjacent villages, as described in the selectile state of to the Dool of Assignment. The Maharaja renounced all junctions in the last so as a gool. Their area is about 12] square ind s, with a population, a conling to the census of 1891, of 100,081. The Island of Seringapatam, which hitherto had formed a part of Hittah in has, though leased to the tourernment of Mysore since 1811 for Burgers 50,000 a year, was at the same time made over to Mysore by free grant.

In 1851 the Government of In In, in consideration of the financial position of the Mysore State, result-I for a period of five years, i.e., till the lat April 1856, the enhance lead of by doe under the Instrument of Transfer. This remission was afterwards extended for a further period of ten years that is, till the let April 1856. In 1855 the Government of India relinquished, on similar grounds, their claims to the accumulated sirplus resentes of the Bangalore Arigned Tract, which were then deposited in the treavury.

I rom the date of the ren lition the Chief Commissioner of My rore become Resident in Mysore and Chief Commissioner of Coorg (ice Coorg). He is invested with the powers of a Local Government and of a High Court in respect of the Bangalore Assigned Tract

The first Diwan of Mysore was Rongacharulu, who had previously been a Secretary to the Chief Commissioner. He instituted in the State the Representative Assembly, which met for the first time in 1831. It is composed of raijats, merchants, planters and others selected by the local officers of the government as representatives of their classes. The ossembly consists approximately of 350 members who meet annually at Mysore on the occasion of the Dasabara, when the proceedings of the Government and the progress of the State during the past year are reviewed by the Diwan in an address resembling the annual administration report of a British Indian province.

Diwan Rangaeharula died in January 1883, and was sacceeded as Diwan by Kumarapuran Sheshadri Aiyar, the present Diwan, who is a Companion of the Order of the Star of India

The Maharaya'a eldest son, Krishna Raj Wadinr (Yuvuraja Bahadur), was born in June 1884. He has bendes six other children—one son, named Narsimha Raj Wadiar, born in the year 1888, two sons born in 1890 and 1892, respectively, and three daughters.

During the famine which visited the country from 1877 to 1879 the Government of India advanced in the Mysics. Covernment a sum of 80 lables of rupees to be expended on famine relief. The loan hore interest at 5 per cent, but the Government of India agreed to credit 1 per cent of the interest to a sinking fund which would liquidate the loan in 28 years.

In 1882, with the sanction of the Government of India, the Darbar ra «ed in India a loan of 20 lakks of rupees for railway purposes

In 1884 the Darhar asked the Government of India to assist them in extending the Mysore State Railway from Gubbi to Haribar, to joia the Southern Mabratta line. It was estimated that the cost of the extension would require a capital of 80 lakbs and as the Darbar represented that the finances of the State did not admit of the work being carried but without extraneous subting Government of India were asked to postpone the payment of the subsidy as enhanced by the 5th article of the Instrument of Transfer till after the liquidation of the debt due by the State

The Government of India agreed, as has been stated, to forego for a further period of ten years, se, till the 1st April 1898, the enhancement of the subsidy from 25 to 35 labbe, and suggested for the Darbar's acceptance a scheme for the hy pothecation of the Myeore State Railway to the Southern Mahratta Railway Company. The proposals were eventually accepted by the Darhar, and on the 1st April 1886 the Mysoro State Railway was transferred for a term of 50 years to the Company, being however redeemable by the Mysore State at certain periods during the currency of the contract. In consideration of the transfer the Southern Mahratta Railway Company pud to Mysore, through the Secretary of State, a sum of Rupees 68,60,508, which represented the capital cost of the Mysore line then open This sum was credited to Mysore in reduction of the famine loan of 80 lal hs, which was thus fully paid off in January 1889 The extension of the Railway to Haribar was carried out, and the railway line declared open by the Maharaja in person on the 5th August 1859 A line from Mysore in Nanjanged was completed in 1891, and another from Bangalore to Hindupur, which will meet a branch of the Southern Mabratta system from the purth, is nt present under construction The Government of India have also sanctioned the construction of a line from the Kolar Road Station on the Madris Railway to the Kolar Gold Mines

The Imperial postal department took charge of all postal arrangements in the State on the 1st April 1889 The result has been a substantial financial gain to Myror.



Part III

No. CXI.

ARTICLES of a FIRMAUND granted by the NAWAR HADER ALI KHAN BAHADOOR—1763.

> The Nawab Hyder Ah Abana se I

Article 1.

The Honourable English Company have free liberty to build a commodition fretory and warehousevat Onore by the water side, or any place they may net upon, and they may enclove their compound with a will of stone and mud, without any gains. The ground allotted them shall be rent fre Whill the Inglish have a factory at Onore, no other Enropean nation shall have leave to settle there.

ARTICLE 2

The Inglish have the sole liberty granted them of purchasing all the proper produced between Mirgee and Batcole, both these places included, nor shall not be used to state the property of the property within the e districts. The price shall be adjusted every year between the Resident and four principal merchants of Onore.

ARTICLE 3.

The Honourable English Compute have free liberty to export annually from Mangalere three hundred corge of rice for the service of Tellucherer, exempt from the duty called Adhamy, or if they chook to carry this rice to Bombay, it is exempt from the same duty. Any private English merchants who purchase rice must be liable to the same customs as other merchants.

ARTICLE 4

Whereas several Once merchants are largely indebted to the Honoureble Company, the Lilladar, etc., oftens must assist the I nighth in recovering their just demands, and provided any merchants in future should be indebted to the I nighth, and make any disputes about paying, they have free liberty to confine such merchants in their factory till they elear their dobt.

ARTICLE 5

All goods that the l'nghish import, either at Onore or Mirjoe, shall pay one and a laif per cert custams on the sales, except horses, wet and dy dates, sugar, Lishmisses, coccanite, ceira, tobacco, munchistry, option, cetter, alt, Inmut ne, and cample to these forthern arts became to par the same usefum as other resultants pare. Any positions are of sell they have leave o recently it without passes any customs on them, on showing them to the most momenter, total and solver are to pay reconstruing, for any necessaries had the English may import for their exit see.

Article G.

If any slaps or vessels, led nging to the English, should be east away ipon any part of the coast in the Bednaired mirrors, the Namalise Lilladars, to, officers and people shall arrier in saying the goods, stores, etc., which hall les all returned to the English.

Arricle 7.

The Figlish have free liberty to cut timber, stones, lay, and wood, for to build their factory; but if they wast masts for vessels, they must apply for feare to cut them.

Atticir S

No grale, gallicals, or armed beats, belonging to the Inglish, shall pay anchorage, but have free liberty to go and come

ARTICLE 9.

The l'nghish will not assist the elemies of the Nawab, nor, on the other hand, shall the Nawab afford any assistance to the enemica of the l'nglish.

ARTICLE 10

The Lilladars and officers of the Nawab aball always show the English and their servants a due respect everywhere, and at all times be ready to assist them.

Signed by the NAMAR.

Beliure, the 10th of Moyee, 1176, or the 27th of May Anno Domini 1763.

No. CXII.

GRANT from Hyder Ali Khan, Bahadoor, dated the 23rd Tebruary 1766.

I, Hyder Ali Khan Bahadoor, in consideration of the friendship subsisting between me and the Honourable United Luglish Last India Company,

do hereby confirm and ratify all the several grants and privileges made over to them by the several Malabar powers, for the sole purchasing and exporting the produce of these countries, particularly pepper, sandal-wood, aid cardemums from the Malabar frontier to the northward to the Samorine's dominous, including them, and further, I do promise to grant and confirm the same, whithersoever my arms may prove victorious.

Given under my hand, in Mudday the diy and year above written

No CXIII.

TREATY with HYDER ALI-1769.

A TREATY of PERPETUAL FRIENDSHIP and PEACE, made and concluded between the Governor and Council of Fort St George, in behalf of the Honourable English Last India Company, for all their possessions, and for the Carnatic Payer Ghat, on the one part; and the NAMAR Hyder All Khan Bahadoon, for the country of Mysore Hyder Nagur, and his other possessions, on the other part, on the following conditions

ARTICLE I

That all lostilities shall immediately cease on the conclusion of this Treaty, which is to be perpetual, or as long as the Company may exist, that peace and frendship shall take place between the contracting parties (particularly including therein the Right of Tanjore, the Malabar Ram Rajab, and Moran Rao, who are friends and alles to the Carnatic Payen Ghaty also all others, the friends und allies of the contracting parties, provided they do not become the aggressors against either of them, but if they are ingressors they are not to be assisted by either party.

ARTICLE 2

That in case either of the contracting parties shall be attacked they shall, from their respective countries, mutually uses teach other to drive the enemy out. The pay of such usestance of troops, from one party to another, to be after the following rates, ris, to every sollher and horseman fifteen Purpers per month, and every sepoy seven and a half Rispecs per month the pay of the Sirlars and Commandants to be as it shall be sgreed on at the time.

Article 3.

The Presidency of Bombay, and all the factories and places which were before or are now under their government, are sucluded in this Treaty of friendship; and the Nawah Hyder Ale Khan Behedor engages, out of his friendship and regard for the Company, to grant to them the factories, privileges, and exemptions in trade, in the same manner as they before held them , moreover, to release all the Sinlars, Poropeans, sepoys, etc , who may have been taken on that side and this, immediately on the arrival of a proper person from the Governor and Council of Bomi ay for that purpose; and also to settle the particulars of the privileges of trade, and other matters relative to the sandal wood and pepper, etc. articles of trade. And as there is now established between the contracting parties (the Company and the Nawah Hyder Ali Khan) a perpetual peace, these is no cloubt but the Presidency of Bombay will exchange with the said Nanah a Treaty to the same purport as this, respecting the affairs of the said place, etc, and all the factories on that side. With regard to the slips, etc. which have been taken on both sides in the course of this war, it is hereby agreed and stipulated that they shall be mutually forgiven, and no claim or demand on any account made for them be reafter.

ARTICLE 4

The above Nawah engages that all the efficers Furoperas and separa belonging to the Freadency of Madras, shall immediately be released on the arrival of a proper person at Bangalore to demand them, also all the Sirdars and people belonging to the Carantic Parent Girat, who may have been taken in this war, shall likewing be released, the English Company engaging on their side to release the people belonging to the said Nawab who may have been taken also in this war.

ARTICLE 5.

The contracting parties mutually engrge and agree that the forts and places which may have been taken by either party from the other in this war shall be mutually restored, except the fort of Caroor and its districts. And whereas the English Company have, in the forts of Colaur and Vencatigherry (exclusive of the former stores therein) many cannon-shot, power, ball, and muscles, the Narwb Hyder Als. Khan engages that the said Company shall have permission to bring away the same, without any let or moleculation being given them therein, and as soon as they are withdrawn, the said forts shall immediately be ovacuated and restored to the said Nawah

In witness whereof, the said contracting parties have interchargeably signed and scaled two instruments, of the same tenor and date, viz., the said President and Council, on behalf of the English Past India Company, and the Carnatic Payen Ghal, in Port St George, thus Brid day of April, in the year of the Christian era 1769, and the said Nawab Hyder Ali Kham Bahador, at his camp at Madavaram, the 20th day of the Moon Teckyd, in the year of the Heysta 1808.

No. CXIV.

TREATY with HYDER ALI-1770.

ARTICLES for a TREATY of PEACE and firm FRIENDSHIP between the Honourable Thomas Hodges, Esquire, President and Governor, and the Council of Bombay, in behalf of the Honourable United English East India Company, on the one part, and the Nawab Hyder Ali Khan Balladoor, etc., Titles, for the countries of Mysore, Hyder Nugur, and Soondah, on the other part.

ARTICLE 1.

That agreeable to the third Article of the Treaty of peace concluded between the Honourable the President and Council of Madras and the Nawab Hyder Ali Khan Bahadoor, there be, from this day, a firm peace and firendship between the Honourable English East India Company and the said Nawab, and their successors to continue for ever.

ARTICLE 2.

That the Honourable Company may have free liberty to build a commodious factory and warehouses at Onore, by the witer-side, or any place they may pitch upon, and that they may enclose the compound with a suitable wall: and the compound with a suitable wall: and the compound with a suitable wall: and the compound with a suitable wall and the compound with a suitable wall also have and the Nawab promises to oblige the Rajah of Bidgeey to give all the pepper produced in his country to the Honourable Company at the same price as they may purchase this article at Onore.

ARTICLE 3.

That the Honourable Company shall blewise have the sole and exclusive right of purchasing all the pepper and sandal-wood produced in the Nawab's dominions, the prices of which must be settled agreeable to former entom. The amount, or as much of it as the Honourable Company choose to be made good in guns, mustets, salt, saltpetre, lead, and gunpowder, and the balance made good in ready money.

ARTICLE 1.

That the Honouralle Company shall have free liberty to expert from Mangalore, or other ports of the Nawab's dominions, whatever nee they may

Part III

want for Tellicherry or Bombay; three hundred corges of which is, as usual, to be free of the duty called adlamy.

ARTICLE 5.

That the I nglish shall have free liberty of trading in the several ports of the Nawal's dominions on the Malalar coast, paring customs at the rate of one and a I alf per cent on the sale of all goods, and to large permission to resexport any goods which will not sell free of custom, on signifying the same to the custom master. No customs to be of arged on gold and silver nor on an articles I i the immediate use and consamption of the Laglish, their servaits, and derendants.

ARTICLE 6.

The Nawah obliges himself to assist the Finglish in recovering their just delts from his subjects, by compelling them to make good the same on the delts being fully naved to be satisfaction

ARTICLE 7

That the Honocralle Company, and the English in general, shall have free liberty to cut and purchase masts, timber, and plank at Onore, Mangalore, or any other perits of the Nawal's country, teak excepted

ARTICLE 8.

That no versels, of what kind or denomination seever, belonging to the English, shall pay anchorage in any of the Nawab's ports, but have free liberty to go out and come in without hindrance or molestation

ARTICLE 9

Whatever vessels belonging to the English may be drove on shore on any part of the Nawab's dominions, whether by stress of weather or otherwise, his killadars, officers, and subjects are to assist them that their goods may be raved and delivered to the proprietors

ARTICLE 10.

That the said Nawah shall not assist the enemies of the Fuglish, nor, on the other hand shall the English assist the enemies of the Nawau, but should assistance le afforded on citier part hereafter, the officers and men who may be sent to them are to be paid at the following rates, by the parties to whom they may be sent, siz—

The commission officers to be paid at the discretion of the party resisted, but with the concurrence and approbation of the party who assist —

Each European soldier 15 Pupees per month.

ARTICLE 11.

Should at any time disputes arise between the servants of the Logish factories and the Nawah's subjects, servants, or dependants, and the former be found callyable, they shall be sent to the English Resident to be punched, as shall the Nawab's people to his Lilladars, hummuldars, etc., if they are found to be in fault. The servants of the English factory, as well as their families, shall be entirely under the Hommirable Company's protection.

ARTICLE 12

That the eard Nawab shall not grant any new Firmaund or privileges lo any European nation whatever, or suffer any of them to establish any new settlements in any part of his dominions. In all matters of trade or business the English to have the preference, and in matters of ceremony or state, they are to take rank of all other European nations, as well as the country power.

ARTICLE 13

The said Nawah hereby ratifies as d confirms the grant which he executed in February 1766, and delivered to alle ers Sparks and Townsend, relains to the privileges and immunites the Honourable Company possessed in the external countries he conquered upon this coast, before he tool, possession thereof, and hereby binds and obliges himself to compal wheever may be in possession of those countries to grant to the Honourable Company the produce thereof, as well as the full empoyment of all their rights and privileges therein in their numost extent.

In wifness of all which the said contracting parties have interchargiably signed and scaled two instruments, of the same tenor and date, it is, the said President and Council, on beladif of the English East India Company in Border Caille this Sth day of August in the gear of the Christian era, 1770, and the naid Nawah Under Mark Eskadow

No CXV.

TREATY of 25th October 1782 for the restoration of the Hindow dynasty of Masone.

By virtue of powers delegated to me by the Right Honourable George and Select Com tember in the

ude an agreement with Her I reellency the Rana of Mysore subject to the approbation of the Governor-General and Conneil. I do therefore I crel y solemnly engage on the put of the sail Right Homorable George Lord Macariney, Previout and Governor and Select Committee that all and every the Articles of agreement annexel, authenticated I with Riew IV. Swartz, and intered anged with Timulrow, the Agent of Her twellenge the said Riana and with me as representative of the Honoralle Company, at Tanjore on this 25th day of October in the rear of our Lord 1752, at all he received and activated as the basis of a Treaty of amity and alliance between the read Honorable Company and the said Riana, subject to the before recited condition. An I I do herely solemnly engage that all and creep the Articles annexed is hall stand involvably as the fixed and unalterable terms of the Rul Treaty, unless by motual concent of the said Riana or Her Representatives, and the Representatives of the Honorable Company, it may hereafter be deemed expedient to amend and allere them.

In witness whereof, in the presence of Almighty (led, I have hereunto affect the scal of the Honorrable Company, and have also subscribed my signature thu 25th day of October in the year of our Lord 1752.

L S Camp

Signed and sealed in the presence of

(5d) C T SWARTZ

(SJ) JOHN SULTIVAN,

Resident, etc.

, J. C Hippesley,
Assistant, ele.

ARTICLES of AGREEMENT concluded by Mr. Sullivan with the Rana of Mysore

Il der Naig has usurped all our master's country, destroyed him and his two sons and still keeps his widow our Rana in prison at Seringapatism. The English know that Hyder Naig was a servant of our master's when he did these things.

If the English who are great and powerful will punish this usurper, and deliver to our master the countries Hyder has taken from him, we will enter into the following conditions—

1st —We will pay to the Company three lakes of Kandirayen Pagodas as The I nghd Company are well acquainted with the usurpation of Hyder Ah and the mafortunes which he has brought upon the family of the Rajah of Mysore, whose servant he was 'They are willing to assist with their troops in re lening Hyder Ah, and in re-establishing the Rajah in his heredistry dominions upon the conditions proposed in the first, second, third, and fourth Articles

soon as their troops shall have driven the enemy out of the Commatour, etc., countries on this side of the mountains

2nd —As soon as the English troops shall have accended the Balaghat and possessed themselves of the forts of Ardmell or Viseyhnram we will pay the further sum of one lakh of Pagodas

3rd —Upon the surrender of the fort of Mysore, and the government of the country being given to our Rana or whoever she may adopt, will pay another lakh of Pagodas, and

4th —Upon the fall of Seringapatam we will pay five lakhs of Pagodas, that is to say, in all, the sum of ten lakhs of Pagodas

6th—We will engage further that from the day our Runa or whoever she may adopt shall be proclaimed in Sering-pation, the sum of five lakins of Pagodas shall be paid annually to the Company by monthly instalments, and moreover that a patier to the annual value of one lakin of Pagodas shall be assigned to the Company, in whatever jart of the said dominons they may think proper, upon the following couditions—

6th—That the Company shall take the protection of all our country into their own hands, and that for this purpose they shall keep an army of sepoys, of Furopean soldners, and if I uropean artillery, with all the officers, guns, stores, etc., fiell and garrison equipage naually attached to such an army, in the same manner as given to the Hajih of Tanjore

711.—That the Company shall not unterfere in the management of the cunter nor in the arrangements for the cunter nor in the arrangements for the peakensh and cloud, that the killadars annular and other officers who may be appointed by the litans for the management of the country shall be

5th and 6th — The Company will andertake to protect the government of Mysore, and will maiatau an army in that country, but as the number of troops that may be required for that purpose cannot now be determined, the government of Mysore must engage to pay what ever the charges of such an army may exceed the sum of five lal he of Pagodas

713 —The amount of the former pesheash from Mysore to the M gal as well as the amount of the former chout to the Mahrattas, must be regularly paid into the Company's treasury, to be by them accounted for to the Mogul's officer and to the

employed, and none others in the collections, and that they shall be supported by the Company's troops in the execution of their office, and further that the Company shall not interfere in the lumness of the polygars. Mahrattas, If ly their influence and friendly offices the Company should prevail with the Mahrattas and the Mogul to exempt Mysore from the future payment of peel cush and clout, the amount of those charges will be hell I v the Company as a fund for defraying any extraordinary expenses which may be incurred either in future wars, in the building and repairing of forte, or in the augmentation of the military force for the defence and protection of Masore The Company will not interfere in the business of the polygars in the collection of the revenue, or in the nomination of Lilalars. etc, but will support and assist all offecers who may be appointed by

8th—Tl at the Company will order to be delivered over to us whatever jewels, treasure, elephants horses, military stores and effects of every kind, belonging to Hyder Naig and his officers, that may be found in the different forts, towns, etc., or that may be taken in the field

sided care is taken to have twelve months' provision in every garrison where the Company's troops may be stationed, otherwise the public safety will oblige the Company to collect money and provisions to the extent of this agreement

618 — According to the rules of war established in European armies, whatever is found in a place taken by storm, and whatever is taken in the field from the enemy, becomes the immediate property of the troops a compromise is niten made on such occasions, whereby the army relinquish their claim for a specific sum of money, the Company will recommend this measure to their officers

9th —That Hyder Naig and all prisoners of every rank who may be taken in the field and in the different forts, towns &c, shall be delivered nver to the Rana's officers

9th —As the Company are already engaged as principals in a war against Hyder Ah, they cannot agree to this article. They will however shew particular regard to

10th —That Seringapatam being a place of religious worship, no troops shall be stationed within the walls of that place except in time of actual

11th —That the Rana shall be at liberty to station sehindees and polygars in such places as may be necessary for the security of the revenue and the protection of the inhabitants

12th—Should it so happen that the Company may not be able to reduce Hyder Naig, but on the contrary that they should be obliged to make peace with him, in that event the Company must take us ond oll the people who may join with us under their protection, ond continue the same to us and our finily for ever. And further they must engage to pay hack whatever money may be odvanced them on account of our Rans for the purposes.

before mentioned.

13th —The Governor and Conneil of Madras must procure a Sunnud from the Company in England to confirm to our Rana and her successors the full possession and government of all the countries that may be taken as before mentioned from Hyder Naig for ever and ever, upon the conditions hereinbefore expressed

14th -As there is no reason to hope

proposed that as the war now carrying on by the English against Hyder Naig can only be terminated by the total suppression of his power, the Company the interest of the Mysore government in this and every other instance.

10th—It must be left to the Company to determine in what places garnsons shall be placed, what forts shall be kept up, and what shall be destroyed.

111h.—Admitted

12th —The Company will comply with this Article in all its exteot, as well in regard to the protection of persons as to the reimbursement of money

13th — (Fide Note of the end) General Coote is now invested with full powers from the Company, his covile will be sufficient for the present. A Sunnad from the Supreme Government of Bengral will be procured by him, and a public letter from the Company will be obtained as soon as possible to confirm the whole in the same manner as it has been granted to the Rajah of Tanjore.

Tanjore.

14th —The Company cannot consent to this proposal in all its extent. Their ally the Sonbah of the Deccan has just claims on some of those countries, and the Mahratta State, with whom the Company are now entering into a Treaty of friendship and alliance, have claims upon other countries. Aut

should extend the Mysoic Government over all the countries new held by Huder, in consideration of which we will engage to pay by morthly tastalments to the Company the further sum of twenty-three lablas of Pagodas for the expenses of the war. And from the time that perce shall be the or shibbed as d the Mysoic authority acknowledged

Pagodas, and moreover assign to them in perpetually a jagine to the yearly value of five labls of Pagodas, in whatever part of the sail dominous they may think best. In consuleration if which the Company must maintain an army for the protection and defence of those countries.

16th —Whatever countries may have been taken by liyder Na; from the Governments of liyderabid or 1 founh or Sattara, that is to say, countries which are held immediately under the dominion of those governments, we agree shall be excepted, on condition that a proportionate deduction be made from our payments, but this must not be extended to any tributaries of either State unless in such cases as may be now particularly provided for The Articles of peshoush and cloud must be left to the decision of our Rana, to who econsideration we will recommend them

16th —We cannot consent to the restoration of Gooty. Our Rana has received particular injuries from Morarow, and besides there is a debt of thirty lakin of Rupees which is justive due from him to the late Rajah of Mysore

1

the conquests therefore made by Hader Ali from the Soulish and the Mahratias must be excepted, and the Company must be left at liberty to enter into such engagements with those powers relative to those countriesasthey may think proper perheush and chout formerly paid from the other countries, which may be recovered from Hyder Ali and given up to the Rana of Mysore, must be regularly paid to the Company in the same manner and for the same purposes as has been express d relative to the peshensh and chout from Mysore He stipulated payments must be regularly paid. and twelve months' provision must be constantly kept in every garrison, as has been before expressed

With those exceptions the Composition will engage to put the Rana of Mysore in possession of all the other conquests made by Hyder Ali, and to protect her and her successors in the same upon the conditions proposed

10th —The Company will consent to mile a deduction from the Mysore paramets in the proportion is the revenue of any other province that may be excepted shall stand to that of the other countries to be given up to Mysore

16th —The Company will reserve to themselves the liberty of reinstating the family of Morarow in the country of Gooty

A true translation of the annexed Articles, written in the Malahar language

(Sd) C T SWARTZ

Mysore-No CXV.

Ingree to all the Articles of the Company except these three points Gooty is not to be delivered to its former possessor, in Seringapatam we will have no garrison, nothing but what belonged to the hereditary dominions of the Nizam and the Mahrattas shall be given over to them

(Fide 13th Article) The powers of Government heretofore vested in General Coote being resumed by the Presidency of Madras, those Articles are executed under their sanction and by their authority, as hefore expressed

The foregoing Articles, etc , were drawn up previous to the definitive orders of the Presidency of Madras, bearing date the 27th September 1782

> (Sd) JOHN SULLIVAN, Resident, ele

A true translation

C T SWARTZ

TRIMULROW, etc.

No CXVI

Theaty of Peace with the Nawar Tippoo Sultan Bahadoor, 1784

The Company s Scal Tppm Sultan s Scal,

TREATY of PERPETUAL PEACE and PRIESNSHIP between the HONOURARLY the ENGLISH EAST INDIA COM ANY and the NAWAR TIPPOO SULTAN BAHADOOR, on his own belief, for the countries of Seringapatam, Hyder Nagur, etc., and all his other possessions, settled by Anthony Sadliph, George Leonard STAUNTON, and JOHN HUPLESTON, ESQUIRES, on behalf of the HONOURARLE ENGLISH FAST INDIA COMEANS, for all their possessions and for the Carnatic Paven Ghat, by virtue of powers delegated to the Honounante the President and SELECT COMMITTEE of FORT ST GFOREL for that purpose, by the HONOURARLE the GOVERNOR GENERAL and COUNCIL appointed by the KING and PARITAMENT OF GREAT BRITAIN to direct and control all political affairs of the Hosounance ENGLISH EAST INDIA COMPANY IN INDIA, and by the said Nawab, agreeable to the following Articles, which are to be strictly and invariably observed, as long as the sun and moon shall last, by both parties, that is to say, by the English Company and the three Governments of Bengal, Madras and Bombay, and the Nawab Tippoo Sultan Baliadoor

ASTICLE 1

Peace and friendship shall immediately take place between the said Compartual and the Nawab Tippoo Soltan Bahadoor and their friends and allies, particularly including therein the Rajuhs of Taujore and Travancore, who are friends and allies to the Lugi sh and the Carnato Pajen Ghat also Tippoo Sultan's friends and allies 1 he Bechee of Cannanore and the Rajuhs or zemidars of the Vialabar coast are included in this Treaty The English

will not directly or indirectly assist the enemies of the Nawab T ppoo Sultan Bahadoor, nor make war upon his friends or allies, and the Nawab Tippoo Sultan Bahadoor will not directly or indirectly assist the enemies, nor make war upon the friends or allies of the English

ARTICLE 2

Immediately after signing and sealing the Treaty by the Nawab Tippoo Sultan Bahadoor and the three English Commissioners, the said Nawab shall send orders for the complete evacuation of the Carnatic, and the restoration of all the forts and places in it now possessed hy his troops, the forts of Amhoorgur and Satzur excepted and such evacuation and restoration shall actually and effectually be made in the space of thirty days from the day of signing the Treaty And the said Nawab shall also, immediately after signing the Treaty, send orders for the release of all the persons who were tal en and made prisoners in the late war and now alive, whether European or Native, and for their being safely conducted to, and delivered at, such English forts or settlements as shall be nearest to the places where they now are, so that the eard rele se and delivery of the prisoners shall actually and effectually he made in thirty days from the day of signing the Treaty Nanah will cause them to be supplied with provisions and conveyances for the journey, the expense of which shall be made good to him by the Company The Commissioners will send an officer or officers to accompany the prisoners to the different places where they ore to be delivered in particular Abdul Walah Khan, taken at Chitoor, and his family, shall be immediately released, and if willing to return to the Carnetic shall be allowed to do so If any person or persons belonging to the said Nawab, and t ken by the Company in the late war, he now alive, and in prison in Bencoolen or other territories of the Company, such person or persons shall be immediately release and if willing to return shall he sent without delay to the ne rest fort or settle ment in the Mysore country Boswaps, late amuldar of Pilicacheris, shall be released and set at liberty to depart

ARTICLE 3

Immediately after signing and scaling the Treaty, the English Commissioners shall give written orders for the delivery of Onore Carwar, and Sadashevagar, and forts or places bring away the garrisons The

the troops in those places to he su

sary assistance for their voyage to Boml 14 (they paying for the same) Ih Commissioners will likewise give at the same time written orders for the delivery of the forts and districts of Caroor, Auracourchy, and Daraparam and immediately after the release and delivery of the prisoners, as lefor mentioned, the fort and district of Dindgul shill be evacuated and restore to the Nawab Tippoo Sultan Bahadoor, and none of the troops of the Company shall afterwards remain in the country of the Nawab Tippoo Sultan Bahadoor.

AFTICLE 4

As soon as all the prisoners are releved and delicered, the fort and distinct of Camanore shall be executated and restored to Ali Rajah Biby, the Queen of that country, in the presence of any one person without troops, whom the Nawab Tippoo Sultan Bahadoor may appoint for that purpose and at the same time that the collection of Camanore and I for the extensions and deliverand in the meanting none.

ALTICLE 5

any part of the Carnatic except in the two forts above mentioned

After the conclusion of this Treaty the Nawab Tippoo Sultan Bahadoor will make no claim whatever in future on the Carnatic,

Arricle 6

All persons whateover who have been taken and carried away from the Carnatic Pasce that (which includes Taujore) by the lato Nawab II-jder All Kban Bahadoor, who is in heaven, or by the Nawab Tippoo Sultan Bahadoor, or otherwise belonging to the Carnatic, and now in the Nawab Tippoo Sultan Bahadoor's of minions and willing to return, shall be immediately allowed to return with their families and clindren, or as soon as may be convenient to this melves, and all persons belonging to the Vencatacherry Rajah, who were taken prisoners in returning from the fort of Vellore, to which place they had been sent with provisions, shall also be released, and permitted immediately to return. Lists of the principal persons belonging to the Nawab Mahomed Ali Khan Bahadoor, and to the Rajab of Venetacherry shall be delivered to the Nawab Tipios Sultan's ministers, and the Nawab will cause the contents of this Article to be publishy notified throughout his country.

ARTICLE 7.

This being the happy period of general peace and reconciliation, the Nawab Tippoo Sultan Babadoor, as a testimony and pioof of his freindship to the English, agrees that the Rajahs or zemindais on this coast who have favored the English in the late war shall not he molested on that account.

ARTICLE 8

The Nawab Tippoo Sultan Bahadoor hereby renews and confirms all the commercial privilegres and immunities given to the English by the late Nawab Iij der Ali Khan Bahadoor, who is in beaven, and particularly stipulated and specified in the Treaty between the Company and the said Nawah concluded the 5th of August 1770

ARTICLE 9

The Nawab Tippoo Sultan Bahadoor shall restore the factory and pri-

vileges possessed by the English at Caheut until the year 1779 (or 1193 Hegira), and shall restore Mount Dully and its district, belonging to the settlement of Tellicherry, and possessed by the English, till taken by Sirdar Khan at the commencement of the late war.

ARTICLE 10

This Trenty shall be signed and sealed by the English Commissioners, and a copy co thing to a little and a copy co thing to a little and a copy co thing the President and Select Comr returned to the Nawah Tippoo ssible, and the same shall be Sultan Baha acknowledged under the bands and seals of the Governor General and Council of Bengal, and the Governor and Select Committee of Bombay, as binding upon all the governments of India, and copies of the Treaty, so acknowledged, shall be sent to the said Nawab in three months, or sooner if possible In testimony whereof the said contracting parties have signed, sealed and interchan reably delivered two instruments, of the same tenor and date, to wit, the said three Commissioners on behalf of the Honourable English East India Company and the Carnatic Payen Ghat, and the said Nawab Tippoo Sultan Babadoor, on his own behalf, and the dominions of Seringapatim and Hyler Nugar, etc. This executed at Mangalore (otherwise called Codial Bunder) this 11th day of Mirch and year 1784 of the Christian era, and 16th day of the moon Rubee-ul sance, in the year of the Heggra 1198

Tippoo Sultan's Signature	(°d)	Anthony Sadlier	L S
	'n	GEORGE LEONARD STAUNTON	L 8
	"	JOHN HUDLESTON	L S

No CXVII

PRELIMINARY TREATY with TIPFOO SULTAN-February 1792.

COPY of the PRELIMINARY ARTICLES agreed upon and exchanged, dated 22nd Pebruary 1792.

ARTICLE 1.

One-half of the dominions which were in possession of Tippoo Sultan

at the commencement of the present war shall be ended to the allies adjacent to the respective boundaries, and agreeable to their selection

ARTICLE 2

Three erores and thirty lakes of Sicca Rupees shall be paid to the allies, agreeably to the following particulars, etc.

One error and thirty five Iskha shall be pail immediately, in Pagodas or gold moburs, or Rapece, of full weight and standard, or in gold or silver bullion. The remainder one error and sixty five Iskha at three instalments, not exceeding four months each, in the three coins before mentioned

ARTICLE S

All subjects of the four secretal powers who may have been presenter from the time of the late Hyder Ali Khan to the present period shall be fairly and unequivocally released.

ARTICLE 4

Until the due performance of the three Articles abovementioned, two of three eldest sons of Tappeo Sultan shall be given as hostages, on the arrival of whom a cessation of hostilities shall take place

ARTICLE 5

When an agreement containing the Articles above written shall arm e, bearing the seal and signature of tippoo Sultan, counter agreements shall be sent from the three powers, and after the cessation of hostilities such a definitive Treaty of perpetual friendship, as shall be adjusted and entered into

No. CXVIII.

TREATY of PEACE with TIPPOO SULTAN, 1792.

DEFINITIVE TREATY OF PERPETUAL FRIENDSHIP for the adjustment of affairs between the Honourable English East INDIA COMPANY, the NAWAB AUSUPH JAH BAHADUR and RAO PUNDIT PRUDHAN BAHADOOR, and TIPFOO SULIAN, in virtue of the authority of the RIGHT HONOURABLE CHARLES EARL CORNWALLIS, KNIGHT of the MOST NOBLE ORDER OF the GARTER, GOVERNOR-GENERAL, etc., etc., invested with full powers to direct and control all the affairs of the said COMPANY in the East Indies, dependent on the several Presidenoies of Bengal, Madras, and Bombay, and of the NA-WAB AZIM-OOL-OMRAH BAHADOOR possessing full powers on the part of the NAWAB AUSUPH JAH BARADOOR, and HURRY RAM PUNDIT TANTEA BAHADOOR possessing equal powers on the part of RAO PUNDIT PRUDHAN BAHADOOR, settled the 17th day of March 1792, of the Christian era, answering to the 23rd day of the month Rajeb, 1206 of the Hegira; by SIR JOHN KENNAWAY, BARONET, on the part of the RIGHT HONOURABLE CHARLES EARL CORNWALLIS, KNIGHT of tho MOST NOBLE ORDER of the GARTER, ctc.; and MEER AULUM BAHADOOR, on the part of the NAWAB AZIM-OOL-OMEAN BAHADOOR; and BUCKAJEE PUNDIT, on the part of HURRY RAM PUNDIT TANTEA BAHADOOR, on one part : and by GHO-LAUM ALI KHAN BAHADOOR, and ALI RHEZA KHAN, on behalf of TIPPOO SULTAN, according to the undermentioned Articles, which by the blessing of God shall be binding on their heirs and successors as long as the sun and moon endure, and the conditions of them he invariably observed by the contracting parties.

ARTICLE 1.

The friendship subsisting between the Honourable Company and the

Circurs of Tippoo Sulten, agreeably to former Treaties, the first with the late N-_- 17-1-- at Li -- 1 ---- d-te 8th August 1770, and the other with 1781, is hereby confirmed and increased, Treaties are to remain in full, excepting such of them as by the present engagement are otherwise adjusted; and the

eighth Article of the second above-mentioned Treaty, dated the 11th March 1784, corresponding with the 15th of the month Rubber-al-sance, 1198 Hegira, confirming all the privileges and immunities of trade which the deceased Namab Hyder Ali Khan granted to the said Company by the Treaty entered into in the year 1770, is also, by virtue of the present Treaty, renewed and confirmed.

ARTICLE 2.

In the fourth Article of the preliminary Treaty entered into between the allied powers and the said Tippoo Sultan, dated the 22nd February 1792. and the same Appearance of the manufacture and 1900 Hegin, the three foregoing Articles "the "the country: the second, the immereed to be paid, and the remainder in specie only, at three tostalments, not exceeding four months each instalment; and the third engaging for the release of prisoners) "two of the sons of the said Tippoo Saltau shall be detained as hostages," which Articles are confirmed by the present instrument; accordingly the said Tippoo Sultan shall divide the sum agreed to be paid of three instalments abovementioned into three equal parts, and shall pay to the said three powers their respective shares. at the exchange affixed for the amount, to be paid immediately, at such places on the houndaries of the allies as chall be determined on by them; and after the performance of the remaining two Articles abovementioned, that is to say, the cession of one half of the country and the release of the prisoners, in case the amount of the instalments be paid by Tippoo Sultan to the three powers prior to the expiration of the period stipulated for it, the said sons of Tippoo

Sultan shall be immediately dismissed, and all pecuniary demands between the ARTICLE 3.

contracting parties shall cease and be at on end,

By the first Article of the preliminary Treaty it is agreed that one half of the dominions which were in the possession of the said Tippoo Sultan at the commencement of the war, shall be ceded to the allies adjacent to their respective boundaries, and subject to their selection accordingly. The general abstract of countries, composing half the dominions of Tippoo Sultan, to be ceded to the allies agreeably to their respective shares, is becount subjoined and the detail of them is inserted in a separate Schedule bearing the seal and signature of Tippoo Sultan.

Districts ceded to the Honourable English Company.

							-		_	_			_
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ARTICLE 4

Whatever part of Namuel, Sunlagurry, Salem Caverpoor, Attoor, and Parmutty, which as above stated, are comprised within the division ceded to the aforesaid Company, shall be satuated to the northward and eastward of the river Cavery, or if there should be any after talooks or villages of talooks situated as above described, they shall belong to the said Company and others of equal value shall be relinquished by the said Company to Tippoo Sultan in exchange for them, and if of the above districts there shall be any talooks or villages of talooks attended to the westward or sonthward of the said rover, they shall be relinquished to Tippoo Sultan, in exchange for others of equal value to the eaud Company.

ARTICLE 5.

On the ratification and mutual exchange of this definite Treaty, such districts and forts as are to be ceded by Tappoo Sultan shall be delivered up without any cavil or demand for outstanding balances and such talooks and forts as are to he relinquished by the three powers to Tippoo Sultan shell, in the same manner, he delivered up , and orders to this effect, addressed to the aumile and commanders of forts, shall be immediately prepared and delivered to each respectively of the contracting parties On the receipt of which orders, the discharge of the money expulated to be paid immediately, and the release of prisoners on all sides (of which the contracting parties, considering God as present and a witness, shall release without cavil nil that are in existence, and shall not detain a single person), the armies of the allied powers shall march from Sermgapatam Such forts nud places, nevertheless, as eball be in the possession of the said Company, and on the road by which the said armies are to march, shall not be given up until the said armies shall have removed the stores, grain, etc , and sick which are in them, and shall have passed them on their return As far as possible, no delay shall he allowed to occur in the said stores, etc , heing removed

ARTICLE G

Whatever guns and shot shall be left by Tippoo Sultan in the forts which the said Tippoo Sultan has agreed to cede to the allied powers, an equal number of guns and shot shall be left in the forts which the allied powers have agreed to restore to Tippoo Saltan

ARTICLE 7.

approbation of all parties

ARTICLE 8

The polygars and zemindars of this country, who in the course of the

present war have attached themselves and been serviceable to the allies, shall not on that account, in any shape or manner, be minred or molested by Tippoo Sultan.

Whenever three copies of this Treaty, consisting of eight Articles, shall I he mail I make & then I seemen he contain I assemblure, accompanied by said Tippoo Sultan,

ree powers, one to the

Ausuph Jah Babadoor with the Schedule, and one to the said Rao Pundit Prudhan Bahadoor with the Schedule, three counterparts thereof and of the Schedule shall be

E at Jah Pakalana hassing the sel and a spature of the said Na the Schidule r the seal of the said Rao Pundit Prudban Bahadoor and the signature of the said Hurry Ram Pundit Tantea Bahadoor.

Signed and sealed in Camp, near Seringopatam, this 18th day of March 1792.

> (Sd) CORNWALLIS.

Jummabundy of the Countries which are ceded to the Honourable English East India Company by Tippoo Sultan according to the following detail, dated the 16th of March 1792, corresponding to the 22nd Ragel, 1206 Heora.

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ARTICLE 4

Whatever part of Namuel, Snnlagurry, Salem Caverapoor, Attoor, and Parmutty, which, as above stated, are comprised within the division ceded to the aforesaid Company, shall be situated to the northward and eastward of the talooks or villages of talooks.

to the said Company and others said Company to Tippoo Sultan

said river,

value to the said Company.

ARTICLE 5.

On the ratification and mutual exchange of this definite Treaty, such districts and forts as are to be ceded by Juppoo Sultan shall he delivered up without any early or demand for outstanding balances and such talooks and forts as are to be relinquished by the three powers to Tippoo Sultan shall, in the sum manner, be delivered up, and orders to this effect, addressed to the aumils and commanders of forts, shall be immediately prepared und delivered to each respectively of the contracting parties. On the receipt of which orders, the discharge of the money simulated to be paid immediately, and the release of prisoners on all sides (of which the contracting parties, considering God as present and a witness, shall release without card all that are in existence, and

ball be in the said armies are ve removed the passed them on to occur in the

said stores, etc., being removed

ARTICLE 6

Whatever guns and shot shall be left by Tippoo Sultan in the forts which the said Tippoo Sultan has agreed to cede to the allied powers, an equal number of guns and shot shall be left in the forts which the allied powers have agreed to restore to Tippoo Sultan

ARTICLE 7.

The contracting parties agree that zemindars and numidars, being in halance to either party, and repairing to the country of either party, protection shall not be given them, and they shall be restored. If hereafter it should happen that any disputes arise on the boundaries of the allies and the said Tippos Sulini, such disputes shall be adjusted with the knowledge and approbation of all parties.

ARTICLE 8.

The polygars and zemindars of this country, who in the course of the

Ram Pundit Tantea Bahadour.

present war have attached themselves and been serviceable to the albes, shall not on that account, in any shape or manner, be injured or molested by Toppoo Sultan.

Whenever three copies of this Treaty, consuting of eight Articles, shall atture, accompanied by said Toppoo Sultan.

sail Company with the Schedule, one to the said Navan Ausani. Jah Rhaidoor with the Schedule, and one to the said Rao Pundit Prudhau Bahadoor with

1 of the Schedule, shall to
delive that is the say, one counter-

part appropriate the scal and the Schedule on the part of the scal Nawah Ausuph Jah Bahadoor, bearing the scal and signature of the stal Nawah and of Azim-od Ooursh Bahadoor, and one with the Schedule on the part of the stal Rao Pumbt Pradham Bahadoor, bearing the scal of the stal Rao Pumbt Pradham Bahadoor and the signature of the stal large.

Signed and realed in Camp, near Seringapatam, this ISIA day of March
1702.

(Sil) Conywallis.

best

Jummahundy of the Countries which are coded to the Honourable Fuglish Fast India Company by Tippoo Sultan according to the following delast, dated the 16th of March 1792, corresponding to the 22nd Riyeb, 1206 Hegisa.

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Jummabundy of the Countries, etc .- contd.

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Part III

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The villages of the above-mentioned talooks shall be relinquished and retained on an investigat on on the spot

Datel in Camp, near Seringapalam, this 16th day of March 1792.

No. CXIX.

SUBSIDIARY TREATY with the RAJAH OF MYSORE-1799

A TREATY OF PERFETUAL FRIENDSHIP and ALLIANCE concluded on the one part by His Excellengy Lieutenant General George Harris, Commander in-Chief of the Porces of His Britannic Majesty and of the Enclish East India Company Bahadoog in the Carnatic and on the coast of Malabar, the Honourable Colonel Arthur Wellesley the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant-Colonel Barry Close, on behalf and in the name of the Right Honourable Rightard, Earl of Mornington, K.P., Governor General, for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in them for this pupose by the said Richard, Earl of Mornington, Governor, General, and on the other part by Maharajah Mysgre Kishna Rajah Codiaver Bahadoor, Rajah of Mysgre

Whereas it is stipulated in the Treaty concluded on the 22nd of June. 1799, between the Honourable Laglish Last India Company Bahadoor and the Nawab Nizam-ood dowlah Ausuph Jah Bahadoor, for strengthening the olliance and friendship subsisting between the said Laglash Fast India Company Bahadoor, lite litchness Nizam-ood dowlah Ausuph Jah Bahadoor, and the

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diary where

and strengthen the friendship subsisting between the said English East India Company and the said Maharajah Mysore Kishna Rajah Ooduwer Bahadoor, this Treaty is concluded by Lieutenant-General George Harris, Commander-in-Conef of the forces of His Britannic Majesty and of the said English East Iodia Company Bahadoor in the Carnanic and in the coast of Malibar, the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant-Colonel William Kirkpatrick, and Lieutenant Colonel Barry Close, on the part and in the name of the Right Honourable Richard, Earl of Mornington, Governor-General aforesaid, and by His Highness Maharajah Mysore Kishan Rajah Oodiaver Bahadoor, whole shall be huding upon the contracting parties as long as the sun and moon shall endure

ARTICLE 1

The friends and enemies of either of the contracting parties shall be considered as the friends and enemies of both

ARTICLE 2

The Honourable East India Company Bahadoor agrees to maintain, and His Highness Maharajah Mysore Kishna Rajah Oodaver Bahadoor agrees to receive, a military force for the defeoce and security of His Highness's dominate of the second security of His Highness or pay the

to the said East lodin Company, I monthly instalments, commencing

from the 1st of July Anno Domini 1799 And His Highness further agrees that the disposal of the said sum, together with the arrangement and employment of the troops to be maintained by it, shall be entirely left to the Company

AITICLE 3

If it shall be necessary for the protection and defence of the territories of the contracting parties, or of either if at a like if a li

door agrees to contribute towards the discharge of the increased expense incurred by the augmentation of the military '- - 3 the contribute of war, such a sum as shall appear to the

Fort William, on an attentive consideration

the

ness, to hear a just and reasonable proportion to the actual net revenues of His said Highness

ARTICLE 4.

And whereas it is indispensably necessary that effectual and lasting

the present Treaty, it henever

in Council shall be at liberty, and shall have full power and right either to introduce such regulations and ordinances as he shall deem expedient for the internal management and collection of the revenues, or for the better ordering of any other branch and department of the Government of Mysore, or to assume and hring under the direct management of the servants of the said Company Bahadoor such part or parts of the territorial possessions of His Highaess Mahurajah Mysore Kishna Rajah Oodiaver Bahadoor, as shall appear to him, the said Governor General in Council, necessary to render the said funds efficient and available, either in time of peace or war

ARTICLE 5

And it is hereby further agreed that whenever the said Governor-General in Council shall regnify to the said Maharaja. Bahadoor that it is become necessary to earry fourth Article, His said Highness Maharajah.

Buladoor shall immediately issue orders to for carrying into effect the tenor of the fourth Article

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authority, either for carrying into effect the said regulations and ordinances, or for assuming the management and collection of the revenues of the said territories, as he shall judge most expedient for the purpose of securing the efficiency of the said military finds and of providing for the effectual protes than of the country and the welfare of the people Provided nivays, that whenever and so long as any part or parts of His and Highness's territories shall be placed and shall remain under the exclusive authority and control of the said East India Company, the Governor General in Council shill render to His Highness a true and faithful account of the revenues and produce of the territories so assumed, provided also, that in no case whatever shall be Highness's actual receipt or annual income, arising out of his shall his Highness's nettail receipt or annual income, arising out of his

with one fifth of the net revenues of the whole of the territories eeded to him by the fifth Article of the Treaty of Mysore; which sum of one lake of Star Pagodas, together with the amount of one-fifth of the said net revenues, the East Inlia Company engages, at all times and in every possible case, to secure not cause to be paid for His Highness's use

ARTICLE 6.

His Highness Maharajah Mysore kishna Rajah Oodiaver Bahadoor engages that be will be guided by a sincere and cordual attention to the relations of peace and amity now established between the English Company Bahadoor and their allies, and

ence in the affairs of any S

Bahadoor, or of any State w

stipulation it is further stipulated and agreed that no communication or correspondence with any foreign State whatever shall be holden by His said Highness without the previous knowledge and sanction of the said English Company Bahadoor,

ARTICLE 7.

His Highness stipulates and agrees that he will not admit any European foreigners into his service without the concurrence of the English Company Babadoor, and that he will apprehend and deliver up to the Company's government all Europeans of whatever description who shall be found within the territories of His said Highness without regular passports from the Company's government, it being His Highness's determined resolution not to suffer, even for a day, any Earopean foreigners to remain within the territories now subjected to his authority, unless by consent of the said Company.

ARTICLE 8

Whereas the complete protection of His Highness's said territories requires that various fortresses and strong places situated within the territories of His Highness should be garrisoned and commanded, as well in time of peace ns of war, by British troops and officers, His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor eogages that the said English Company Bahadoor shall at all times be at liberty to garrison, in whatever manner they may Judge proper, all each fortresses and strong places within His said Highness's territories as it shall appear to them advisable to take charge of.

ARTICLE 9

And whereas, in consequence of the system of defence which it may be expedient to adopt for the security of the territorial possessions of His Highness Maharajah Mysore Kishna Rajah Oodware Bahadoor, it may be necessary that certain forts and strong places within His Highness's territories should be dismantled or destroyed, and that other forts and strong places should be strengthened and repared, it is stipulated and agreed that the English East India Company Bahadoor shall be the sole judges of the necessity of any such alterations in the said forticesses and it is further agreed

that such expenses as may be incurred on this account shall be borne and defrayed in equal proportions by the contracting juries

ARTICLE 10

In case it shall become necessary for enforcing and maintaining the authority and government of His Highness in the territories now subjected to

that, upon formal applithey shall be employed in

hut it is expressly understood by the contracting puries that this stipulation shall not subject the troops of the English East India Company Bahadoor, to be employed in the ordinary transactions of revenue.

ARTICLE 11.

It being expedient for the restoration and permanent establishment of transportation of the territories now subjected to the nuthority of His Highness Maharajih Mysore Kishna Rajah Oodineve Bahndoor, that snitable provision should be made for certain officers of rank in the service of the late Tippoo Sultan, His said Highness agrees to enter into the immediate discussion of this point ond to fix the amount of the funds (as econ in the necessary information can be obtained) to be granted for this purpose, in a separate Article, to be hereafter added to this Ireaty

ARTICLE 12.

Lest the garrison of Scringapatam should at any time be subject to inconvenience, from the high price of provisions and other necessaries, His Highness Maharajah Mysore Kishin Rajah Oodiaver Bahadoor agrees that such quantities of provisions and other necessaries as may be required for the use and consumption of the troops composing the said garrison shall be allowed to euter the place from nill and every part of his dominions free of any duty, fax, or impediment whatever

ARTICLE 13

The contracting parties hereby agree to take into their early consideration the best means of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both Governments, and to conclude a Commercial Treaty for this purpose with as little delay as possible

ARTICLE 14.

His Highness Maharajah Mysore Kishna Rajah Oodiaver Bahadoor hereby promises to pay at all times the atmost attention to such advice as the Company's government shall occasionally judge it necessary to offer to him, with a view to the economy of bis finances, the better collection of his revenues, the administration of justice, the extension of commerce, the

encouragement of trade, agriculture, and industry, or any other objects connected with the advancement of His Highness's interests, the happiness of his people and the mutual welfare of both States

ARTICLE I5

Whereas it may hereafter appear that some of the districts declared by the Treaty of Mivsore to helong respectively to the English Compuny Bahadoor and to His Highness are inconveniently situated, with a view to the proper connection of their respective lines of frontier, it is hereby stipulated between the contracting parties that in all such cuses they will proceed to such an adjustment, by means of exchanges or otherwise, as shall be best suited to the occasion

ARTICLE 16

This Treaty, consisting of 16 Articles, heing this day, the 8th of July Anno Domin 1799 (corresponding to the 3rd of Sufer, Anno Hegims 1214) and to the 7th of the month Assar, of the 1721st year of the Salwund can's settled and concluded at the fort of Nazzerbah, near Seringapatam, by his Ercellency Lieutenant General George Harris, Commander-in Chief of the Forces of His Britanic Majesty, and of the Honourable English East India Company Handdor in the Carustic and on the coast of Mail at the Honourable Colonel Arthur Wellesley, the Honourable Henry Wellesley, Lieutenant Colonel William Kirlpatrick, and Leutenant Colonel Barry Liose, with the Maharajah Mysore Kishna Rujah Oodiaver Bahadoor, the aforesand gentlemen

and sealed and signed by Purma, Dewan to the Mahurujah Kishna Rajah Oodiaver And the aforecaid geutlemen have engaged to procure and to deliver to the said Maharajah without delay a copy of the same, under the scal and signature of the Right Honourable the Governor General, on the recept of which by the said Maharajah the present Tracty shall be deemed complete and binding on the Honourable the English East India Company and on the Maharajah Mysore Kichna Rujah Oodiaver Baladoor, and the copy of the now delivered to the said Maharajah shall be returned

(8d)	Witnessed, LDWARD GOLDINO, Assit. Secy	L s	Seal of the Managan and the
		L S	Ranzz's Signature
		L.S	Seal and signature of Purvia

No CXX.

SUPPLEMENTARY TREATY with the RAJAH OF MYSORE, 1803, with reference to the fifteenth Abricle of the Treaty of Mysore, concluded in 1799

SUPPLEMENTARY TREATY for adjusting an Exchange of certain Districts between the English East India Company Bahadoor and His Highness Maharajah Mysore Kishna Rajah Oddiayer Bahadoor, Rajah of Mysore

Whereas it is provided by the fifteenth Article of the Treaty of Mysore that if occasion should require certain interchange of territory should be made between the Honourable Company and His Highbess, and whereas it has now become expedient, upon the principle of mutual convenience, that certain districts belonging to the said English East India Company Bhadoor should be exchanged for other districts of equal value belonging to the said Maharujah Mysore Kishna Rajah Oodlaver Bahadoor, Rajah of Mysore wherefore a supplementary Treaty, for the adjustment of the interchange of the said districts, is now concluded on the one part by Josiah Webbe Leq. in the name and on behalf of the Most Noble Richard Marquis Welledge, R.P., Governor General for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in him for this purpose by the said Richard Marquis Welledge, Governor General, and on the other part by Maharajah Mysore Kishna Rajah Oodaver Bahadoor, Rajah of Mysore, in his own behalf

ARTICLE 1

It is agreed and stipulated that the following interchange of districts shall take place between the contracting ing to Maharajah Mysore Kishna R
Schedule A, hereunto annexed, shall

Company Bahadoor, who, in hea thereot, shall cede to the ball Italiana Bahadoor the districts contained in Schedule B hereunto nunexed

This supplementary Treity, consisting of one Article, with two S heddles and concluded on this 28th day of December Anno Domin 1803, corresponding to the 14th day of Ruzan Anno Hegira 1218, and to the 16th day of the month of Pootherm, of the year 1725 of the Solerandan era, at Hurrygbur by Josiah Webbs, Dea, with the Maharajah Oodiaver Bahadoor, Mr Webbe has accordingly delivered one copy of the same, in Persian and English, signed and scaled by him, to Ilis Highness the Maharajah, who has likewise delivered to Mr Webbe another copy, in Persian and English, bearing His Highness' scal, and signed by Luchuma, widow of the late Kishna Rajah, and scaled and signed by Parnis, Dewan to Ilis Highness Maharajah Oodiaver Bahadoor, and Mr Webbe has

engaged to procure and deliver to the said Maharajah without delay a copy of the same, under the scal and signature of the Most Noble the Governor-General, on the receipt of which by the said Maharajah the present supplementary Treaty India Company . door, and the returned.

Signed in the Gentoo language.

Schedule A.

Districts to be ceded by His Highness the Rijah of Mosore to the Honourable Company.

Woodunpatora					5,840	1	4	
Era Sawer Scemy				***	2,300	0	0	
Two-thirds of Punganour					10 000	ō	0	
Wynasd			***	••	10,000	ŏ	ŏ	
Hulhul Part of Goodscotts			**		2 400 4,907	0	8	
Part of Goodleotta	***			***	4,907	12		
		c	Pagodas		31,447	13	12	

Schedule B.

Districts to be eeded by the Honourable Company to His Highness the Rajah of Mysore

Hoolulkura		11 425	4 8
Mycondah		12,226	9 4
Hurryghur		10,796	0 0
	C Pagodas	. 34.447	13 12

behalf

No CXXI

1807

ARTICLES explanatory of the THIRD ARTICLE of the TREATY OF Mysore, concluded in 1799.

ADDITIONAL ARTICLES for modifying and defining the Provisions of the THIRD ARTICLE of the TREATY of MYSORE, settled and concluded between the ENGLISH EAST INDIA COMPANY BAHADOOR and MAHARAJAH MYSORE KISHVA RAJAH OODIA-YER BAHADOOR, RAJAH OF MYSORE

in the or por towards the discharge of the increased expenses thereby incurred a sum to be eventually determined by the Governor General in Council of Fort William, and whereas it has appeared expedient to the contracting parties that the provisions of the said Article should now be rendered specific, and that the said indefinite contributions in war should be commuted for the fixed maintenance of a certain body of borse in peace and war, wherefore these additional Articles, for modifying and defining the provisions of the third Article of the said Trenty are now concluded on the one part by Major Mark Wilks in the name and on hehalf of the Honourable Sir George Hilaro Barlow, Baronet Governor-General for all affairs, civil and military, of the British nation in India, by virtue of full powers vested in him for the purpose by the said Sir George

rajah Mysore Kishna Rajah Oodiaver Bahadoor, Rajah of Mysore, in his own ARTICLE 1

Hiluro Barlow, Baronet, Governor General and on the other part by Maha-

It is agreed end stipulated that His Highness Maharajah Mysore Kishos Rajah Oodiaver shall be relieved from the pecuniary contribution to which be was liable by the provisions of the third Article of the Treaty of Mysore, in consideration whereof, His Highness engages to maintain at all times, fit for service and subject to muster a body of (4 000) four thousand effective horse, of which number about (500) five hundred shall be Bargeers and the rest Silladar horse

ARTICLE 2

Such portion of the said body of (4 000) four thousand horse as in the opinion of the British Government shall not be necessary for the internal protection of the country of Mysore, shall he at all times ready to accompany and serve with the Honourshie Company's army, and while employed beyond the

I!

terntory of Mysore the extra expenses of their maintenance, or batth, at the rate of (4) four Star Pagodas per month for each effective man and horse, after the expuration of one month from the date of their cro sing the fronter, shall be regularly paid by the Honourable Company The extra expense of any casual service beyond the fronter, not exceeding in duration the period of one month, shall be borne by the government of Mysore.

ARTICLE 3.

If it should at any time be found expedient to augment the cavalry of Mysore beyond the number of (4,000) four thousand, on untimation to that effect from the British Government, His Highness the Rajab shall use his utmost endeavours for that purpose; but the whole expense of such augmentation, and of the maintenance of the additional numbers, at the rate of (8) eight Star Pagodas for each effective man and borse, while within the territory of Mysore, and of an additional sum, or batta, at the rate of (3) four Str Pagoda a month after the expiration of one month from the period of their passing the frontier of Mysore, as described in the second Article, shall be defrayed by the Honourable Company.

ARTICLE 4

Whereas, in conformity to the wish of the Governor General, a hody of (4,000) four thousand horse and upwards has been provisionally maintained by His Highness the Rajab, from the period of the conclusion of war in the Deccan until this time, it is bereby declared that His Highness has fully and faithfully performed the obligations of the third Article of the Treaty of Mysore until this day, and is bereby absolved from all retrospective claims on that account.

Whom & world for I see ? who had at any will for a hard

Bahadoor, Major Wilks has accordingly delivered one copy of the same, in Persian and English, sigued and scaled by him, to His Highness the Maharajah, who has likewise delivered to Major Wilks another copy, in Persian and English hange He H hosee's real and a conting, and signed by Luchuma,

signed by Purnia, Dewao to ind Major Wilks has engaged

thout delay a copy of the same, under the seal and signature of the Hooourable the Governor-General, on the receipt of which by the Mahanajah the present additional Articles shall be deemed complete and binding on the Honourable East India Compan; and on the Maharajah Mysore Kisbua Rajah Oodharer Bahadoor and the copy now delivered to the said Maharajah shall be returned.

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No CXXII

PROCLAMATION

Dated the 30th March 1868

His Excellency the Right Hnn'hle the Viceroy and Governor-General in Council announces to the Chiefs and people of Mysore the death of Hs Highness the Maharajah Krisnaraj Wodiar Bahadoor, Knight Grand Com mander of the Most Exalted Order of the Star of India This event is regarded with sollow by the G vernment of India with which the late Maha rarah had r reserved relations of friendship for mo e thao half a century

His Highness Chamtajendra Wediar Bahadoor, at present a minor, the adopted son of the late Mahararah is acknowledged by the Government of India as h s successor and as Maharajah of the Mysore Territories

During the minority of His Highness the said territories will be ad ministered in His Highness's name by the British Government, and will be governed on the same principles and under the same regulations as heretofore

When His Highoess shall attain to the period of majority, that is the age of ei_hteen years, and if His Highness shall then be found qualified for the discharge of the duties of his exalted position, the Government of the country will be entrusted to him, subject to such conditions as may be deter mined at that time

By order of His Excellency the Right Hon'ble the Viceioy and Governor General in Council

(Sd) R TEMPLE,

Offg Secy to the Goot of India

No CXXIII.

PROCLAMATION on the installation of CHAMBAJFNDRA WODIAR BAHADUR as MAHARAJA of Mysore, dated the 25th March 3881

Whereas in the year 1868 the Viceroy and Governor General of India in Council announced by proclamating to the Chiefs and people in Mysore that His Highness Chamrajendra Wndiar Babadur, the adopted son of the late Maharaja Kristna Raj Wodiar Bahadur had been acknowledged by tic Government of Iodia as successor to Maharaja Kristna Raj Woliar and as Maharaja of the Mysore territories, and declared that when His Highness should attun the age of IS years, the government of the country would be entru ted to 1 im subject to such conditions as might he determined at the 41me

Now, therefore, His Excellency the Vicercy and Governor General of India in Council announces to the Chiefs and people of Mysore, by command of Her Majesty the Queen of Great Britain and Ireland and Impress of India, that His Highness Chamrayendra Wodiar Bahadur is herely placed in possession of the territories of Mysore, and invested with the administration of the Mysore State

And His Excellency the Vicercy and Governor General in Council the cline's and people of Mysors that the administration of the aforesaid territories by the British Government has on this day ceased and determined.

No CXXIV

Instrument of Transfer-1881.

Whereas the British Government has now heen for a long period in possession of the territories of Mysore and has introduced into the said ter-

that the said territosuch restrictions and

conditions as might be necessary for ensuring the maintenance of the system of administration so introduced, declared that if Maharaja Chamrajendra Wadiar Bahadur, the adopted son of the late Maharaja, should, on attioning the age of eighteen years, he found qualified for the position of ruler of the said territories, the Government thereof should be intrusted to him, subject to such conditions and restrictions as might he thereafter determined. And whereas the said Maharaja Chamrajendra Wadiar Bahadur has now attained the said age of eighteen years and appears to the British Government qualified for the position aforesaid, and is about to be intrusted with the Government of the said territories. And whereas it is expedient to grant to the said Maharaja Chamrajendra Wadiar Bahadur a written Instrument defiaing the conditions subject to which he will be so intrusted. It is hereby declared as follows.—

1 The Maharaja Chamrajendra Wadiar Bahadur shall, on the twentyfifth day of March 1881, be placed in possession of the territories of Mysore, and installed in the administration thereof

Bahadur and those who
be entitled to hold possesas he and they fulfit the

3 The succession to the administration of the said territories shall devolve upon the hieral decendants of the said Maharaja Chamrajendra Wahar bahadur, whether by blood or adoption, according to the rules and usages of his family, except in case of disqualification through manifest unfitness to rule

Provided that no succession shall be valid until it has been recognized by the Governor-General in Conneil

- In the event of a failure of lineal deveendants, by blood and adoption, of the said Maharaja Chamripendri Wadiar Bahadur, it shall be within the discretion of the Governoi-General in Council to select as a successor any member of any collateral branch of the family whom he thinks fit.
- 4. The Malaraja Chamrajendra Wadiar Bahadur and his successors (bereinafter called the Maharaja of Misore) shall at all times remain faithful in alleganace and subodination to Her Majesty the Queen of Great Britain and Ireland and Limpress of India, Her Heirs and Successors, and perform all the dintes which in virtue of such allegiance and subordination may be demanded of them.
- said
 Myst
 When required, there shall, in consideration of such underthing, be paid from the revenues of the said territories to the British farm of Government flupress thirty-five lables in two hulf-yearly instalments, commencing from the said twenty-fifth day of March 1881
- 6 From the date of the Mahararn's taking possession of the territorits of Mysore, the British sovereignty in the island of Seingapatam shall cease and determine, and the said virtud shall become part of the said territories, and he held by the Maharaja upon the same conditions as those subject to which he holds the rest of the said territories.
- 7 The Mularaja of Mysore shall not, without the previous sanction of the Gavernot-General in Council, build any new fortresses or strongholds, or repair the defences of any existing fortresses or strongholds in the said territories
- 8 The Maharaja of Mysore shall not, without the permission of the Governor General in Council, import, or permit to be imported, into the said territories, arms, ammunition or military stores, and shall prohibit the manafacture of arms, ammunition and military stores throughout the said territories, or at any specified place therein, whenever required by the Governor-General in Council to do so
- 9 The Maharaja of Mysore shall not object to the maintenance or estabhabment of British cautonments in the said territories whenever and wherever the Governor-General in Council may consider such cantinuous necessary

to be necessary He shall give every facility for the provision of supplies and articles required for the troops in such cantonments, and on goods imported or purchased for that purpose no duties or taxes of any kind shall be levied without the ascent of the British Government.

10 The military force employed in the Mysore State for the maintenance of internal order and the Maharapa's personal dignity, and for any other purposes approved by the Governor General in Council, shall not exceed the

with

- 11. The Maharaja of Mysore shall abstan from interference in the affairs on yother State or Power, and shall have no communication or correspondence with any other State or Power, or the Agents or Officers of any other State or Power, except with the previous sanction and through the medium of the Governor-General in Connel.
- 12. The Maharaja of Mysore shall not employ in his service any person not a native of India without the previous sanction of the Governor-General in Council, and shall, on being so required by the Governor-General in Council, dismiss from his service any person so employed.
- 13 The coins of the Government of India shall be a legal tender in the said territories in the cases in which payment made in such coins would, under the law for the time being in force, be a legal tender in British India, and all laws and rules for the time being applicable to coins current in British India shall apply to coins current in the said territories. The separate comage of the Misgore State, which has long been discontinued, shall not be revived.
- 14 The Maharaya of Mysore shall grant free of all charge such land ne may be required for the construction and working of lares of telegraph in the said territories wherever the Governor-General in Council may require such land, and shall do his utmost to feelhtate the construction and working of such lines. All lanes of telegraph is the said territories, whether constructed and maintained at the expense of the British Government, or out of the revenues of the said territories, shall form part of the British telegraph system and shall, save in cases to be specially excepted, he are the said territories and the Maharaya of Mysore, be Department, and all laws and rules for the

Department, and an laws and rules for the lines of telegraph when so worked.

- 15 If the British Government at any time desires to construct or work, by itself or otherwise, a railway in the said territories, the Maharaja of Mysore shall grant free of all charge such listed as may be required for that purpose, and shall transfer to the Governor-General in Council plenary jurisdiction within such land, and no duty or tax whatever shall be levied on through traffic carried by such railway which may not hreat built in the said territories.
- 16. The Maharaja of My-ore shall cause to be arrested and surrendered to the proper officers of the British Government any person within the said territories accused of having committed an offence in British India, for whose arrest and surrender and an offence in British India, for whose arrest and surrender and an offence in British India, for whose arrest and surrender and an offence in British India, for whose arrest and surrender and arrender arrender and arrender arrender and arrender arrender arrender and arrender arr

required, and by such other means as may be necessary.

- 17 Plenary criminal jurisdiction over European British subjects in the said territories shall continue to be vested in the Governor General in Council, and the Mahajaro of Mysore shall exercise only such jurisdiction in respect to European British subjects as may from time in time be delegated to him by the Governor-General in Council
- 18 The Maharaja of Mysore shall comply with the wishes of the Governor-General in Council in the matter of probibiting or limiting the manufacture of salt and opium and the cultivation of poppy, in Mysore, olso in the matter of giving effect to all such regulations as may be considered proper in respect to the export and import of salt, opium and poppy-heads
- 19 All laws in force and rules having the force of law in the said territones when the Maharaja Chamragendra Wadiar Bahdur is placed in possession thereof, as shown in the Schedule hereto nunezed, shall be maintained and efficiently administered, and, except with the previous consent of the Governor-General in Council, the Maharaja of Mysore shall not repeal or modify such laws, or pass any laws or rules inconsistent therewith
- 20 No material change to the system of administration, as established when the Maharaja Chamrajendra Wadiar Bahndur is placed in possession of the territories, shall be made without the consent of the Governor-General in Council
- 21 All title deeds granted and all settlements of land-revenue made during the administration of the sud territories by the British Government, and in force on the said tenety-fifth day of March 1881, shall be mauntained in accordance with the respective terms thereof, except in so far as they may be rescauded or modified either by a competent Court of Law, or with the consent of the Governor General in Council
- 2.2 The Maharaja of Mysore shall at all times conform to such drive as the Governor-General in Council may offer him with a view to the management of his fluances, the settlement and collection of his revenues, the imposition of taxes, the administration of justice, the extension of commerce, the excurgement of trade, ognorultine and mudustry, and any other objects connected with the advancement of His Highness's noterests, the happiness of his subjects, and his relations to the Britsh Government.

23 Io the event of the breach or non observance by the Moharaja of Mysore of ony of the foregoing conditions, the Goveroor General to Concell may re-tune possession of the said territories and assume the direct administration thereof, or make such other arrangements as he may thiok necessary to provide adequately for the good government of the people of Mysore, or for the scentry of British rights and interests within the province

24 This document shall supersede all other documents by which the position of the British Government with reference to the said territories has been formally recorded. And if any question arise as to whether any of the obove conditions has been faithfully performed, or os to whether ony person is entitled to succeed, or is fit to succeed to the administration of the said territories, the decision thereon of the Guretrop General in Council shall be final

FORT WILLIAM.
The 1st March 1891

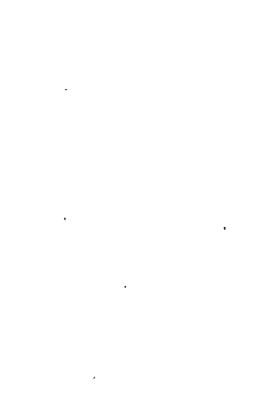
No. CXXV.

MEMORANDUM of the Assignment of Lands for the Banga-Lore Cantonment—1881.

Under the 9th Article of the Instrument of Transfer of the Mysore State to His Highness the Maharapa of Mysore, the Maharapa hereby assigns (with effect from the date of his accession, vz., 26th March 1831), free of charge, to the exclusive management of the British Government, for the purposes stated in the aforesaid article, all lands situated within the limits specified and described in the schedule and map hereto annexed, and forming the Civil and Military Station of Bangalore. And the Maharapa of Mysore hereby renounces the exercise of all purisdiction in the lands so assigned Given under our hand and seal at Ootacamund this fifth day of April 1881.

(Sd) Chama Rajendea Wadier,

Maharaja of Mysore



2-C00RG

The inhabitants of Coorg are said to be a branch of the Nayar tribe Hudar Ali, when ruler of Mysore, long endeavoured in vain to subdue the country, but by taking advantage in a d spute between two brothers be at last effected his purpose, destrayed the family of the elder brother, and made the younger, Vira Raja, a prisoner Vira Raja e caped in 1788. He was joined by his clausemen in great numbers and soon cleared his country of the invaders Previous to the war with Tipu Sultan in 1790, Vira Raja applied to the British Government for assistance, which could not at the time be granted. But as soon as the war broke nut he inflered his services and sent a large supply of bullocks for the use of the British army. An Engagement (No CXXVI) was mada with him by which he agreed to co operate with the British army against Tipu, the independence of his country was guaranteed, and it was stipulated that in any peace made with Tipu the interests of the Raja would be faithfully consulted

Coorg was part of the territory which Tipu was required to resign by the tracty of 1793. This demand was unexpected, and Tipu complained of it as a violation of the preliminary agreement, which required that the territories to be ceded should he adjacent to the possessions of the allies. It was only when preparations were made to recommence hostilities that Tipu Sultan yielded. It was arranged (No CXXVII) that the annual tribute of Rupees 24 000, which Tipu had exacted from Coorg, should be transferred to the British Government in consideration of its friendship and protection. This arrangement was distasteful to the Raja, who denied that he had ever paid tribute to Mysore

Vira Raja again rendered valuable service in the second war with Tipu Sultan, in consideration of which his annual tribute was remitted in 1790 (No CXXVIII), and he was required only to send an elephant every year, as an acknowledgment of feudal subordination. Towards the end of his rule his character underwent a great change. He became suspicions and cruel, and was subject to temporary fits of iosainty. He died in June 1899, at his request. Devammaji was acknowledged as Rain in Coorr, but after a few months she was deposed by Linga Raja, the snivriu g brother of Vira Raja.

Innga Raja died in 1820, after a rule remarkable for nothing but savage cruelty, and was succeeded by Vira Rajendra Wadiar, the last of the Coorg

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Rajas The crimes perpetrated by this man were so revolting that in 1833 he was directed to report ill capital punishments to the Madras Government Many of his nearest relatives were put to death by his own hand. His sister and her hushand, whom he had threatened with death, fiel from the country and took refuge with the Resident at My-ore. A British officer was sent to Coorg to bring about a hetter state of things by negotiation, but the mission failed. A native agent, who was sent to prepare the way for another mis ion, was detained as a prisoner. At the same time the Raja addressed letters of the most insulting hind to the British Government, and it was accordingly resolved to treat him as a public enemy.

A Proclamation (No CXXIX) was issued in 1834, setting forth the objects of the war and declaring Vira Rajendra Wadiar to be no longer Baya of Coorg After a short camprign the Raja surrendered A consider? le number of the inhabitants baying expre-sed in desire to become subjects of the British Government, the country was annexed in 1834, and the people were a sured (No CXXX) that they would not again be subjected to native rule, that their civil rights and religious usages would be respected, and that every effort would be made by the British Government to augment their security, comfort, and barpoines

The Raja and his family were pensioned and removed to Benares He afterwards went to England, where he died in 1850

The area of Coorg is r nghly computed at 1,583 square miles, the population, according to the census of 1891, at 173,455, and the gross revenues at about Rupees 8,50,000 The Brit sh Resident in Missore is Chief Commissioner of Coorg and also Judicial Commissioner, and there is a Commissioner whose head quarters are at Mercara

No CXXVI.

ARTICLES Of AGREEMENT entered into between ROBERT TAYLOR, ESQUIRE, CHIEF, ETC., FACTORS, TELLICHERRY, in behalf of the HONOURABLE UNITED ENGLISH EAST INDIA COMPANY on the one part, and Alory Viharajah of Coorg on the other—1790.

 $1st-\Lambda$ firm and perpetual friendship shill subsist between both parties as long as the sun and moon shall endure

2nd—Tippoo Sultan and his adherents shall be considered as the common enemy of both parties, and in the possessions of the war in which the Figlish are at present engaged, the Coorg Bajth shall, whenever it may be in his power, do his utmost to distress the enemy, and to admit the English troops at an time to pass through his dominions, should they have occasion to penetrate the enemy's country from this coast, he moisover engages to furnish them with such supplies of privisions as the country can afford at reasonal le rates, and to join the English army with such a force in the cultiple whenever any operations are carried on allove the ghats or in the country of Tappoo Sultan.

3rd — The Rijsh engages to give the Company the preference in purchasing, at a reasonable and moderate price, such untitles of commerce as are produced in his country and the Company may want, and he ci gages not to permit any other European nation to interfere in this respect

Ath.—This English East India Company engage to do everything in their power to reader him, the Coorg Rajah, independent of Trippoo, in the same manner as the other powers who have entered into an allianne with the Company, and they shall whenever a peace takes place, must upon it as an express striplation, that the Coorg Rajah shall be considered as the friend and illy of the Honourable Company, and in no manner subject to the authority and control of Tippoo, of whom his shill be declared totally independent

6th — Should the Rajah's family or that of any of his subjects have consistent in the present troubles to take refuge in Tellicherry, the Company engages to receive them at the foot of the ghats and conduct them in safety to Fellicherry urder a guard of sepoys, where they will find an asilam, and be protected during the troubles, a boase shall be provided for them during their residence at Tellicherry, and the families shall be returned in safety whenever required. In testimony of the prepetial friendship that shall a blast between both parties, which netter party will ever disturb, we jointly

call God, the sun, the moon, and the world to witness this our agreement and mutual pledge of faith

Concluded at Tellecterry this 26th day of October in the year of the Cristian era 1790, by Robert Taylor, Chief, etc., Factors, in the names of the Faglish East India Company, the Governor-General of Benyal and the Governor of Bombay on the one part, and Mory Irrangah on the other, each of the parties pretent, that is to say, the Chief and Pactors of Tellisherry and Mory Irrangah of Costy, having hereunts put their name and seals at Tellicterry, the day and year above veritein, and mutually exchanged copies of this Morement

No CXXVII.

ENGAGEMENT with the RAJAH of Cooks in 1793

Alory Virarajah of Coorg being desirous that the estuation in which he estuads with regard to the Houourable English hast India Company may be clearly understood by all their servants, I here-y declare and certify—

1st — That the sud Rajah nt the commencement of the late war with
esson of the greatest part of the
erwards recovered without the aid
Honourable Company, which was

necepted, and an agreement was accordingly entered into between him on his own part, and Robert Taylor, E quire, Chief of Telheherry, on the part of the Company, as will appear by the records of that esttlement.

2nd - That the Rajah entered most learnily into the war, and supplied the Bombay army under my command with a quantity of grain and cattle, without which the troops would have been greatly distressed, and for which the Rajah has hitherto declined taling any pecuniary compensation

3rd—That from the commencement of the war till its conclusion the Rajah continued most firmly attached to the interests of the Company, not-

withstanding the repeated attempts of Tippoo to seduce him

Ath —That in March last, in rettling the Articles of the Treaty of Peace as teningapatam, Lord Conwallis, in consideration of the noble and disinterested conduct of the Rajal, determined to render him entirely independent of Tippoo, and to extend to him and his country the piotectics of the Company, the numberless objections that were made to time were overruled, and the tribute amounting to eight thousand (8,000) Hoons, said to have been annually paid to lippoo from the Coorg country, was transferred to the Company

51h.—That the Rajah readily agrees to pay to the Company eight thousand (8 000) Hoons annually for their friendship and protection, though the declares that Tippoo Sultan never received that sum from his country. 6th—That no interference was ever intended on the part of the Company in the interior management of the Rajah's country, trusting that a Prince possessing the most liberal centiments will make the happiness of his people his constant study.

Given under my hand and seal at Cannanore this day the thirty-first of March in the year of our Lord one thousand seven hundred and ninety-three.

(Sd) Romert Americanum.

L s

N. B.—The Hoons are reckened at three rupees each, the sum therefore that the Rajah will have to pay annually at Tellicherry amounts to rupee twenty-four thousand.

Cannahore The 3rd April 1793.

(Sd) Robert Abergrouby.

No. CXXVIII.

1799.

Virar Hiss d Honourable Company, and only to require hereafter some annual acknowledgment of the Company's claim to his allegiance. In pursuance of powers vested in me by John Spencer, Esquite, President of the Commission in Malabar, under the immediate authority of the Bombay Government, for carrying into effect the intentions above adverted to of the Living of the Honourable accordingly is in future to consist of the phant Alory Virangendra Wodyar, Rajab of sent annually to the Honourable English Last Lucia Company in proof of fealty and entire devotion on his part to the Government of the said Company

Given under my hand and the seal of the Honourable Company at Virarajendra Peti this sisteenth day of October in the year of our Lord one thousand seven hundred and minety nine.

Company's Scal. (Sd) D. Manovy,

Late Resident with the

Rajak of Coore.

To the most high and august English Circar.

THE SADANA KRAMA OF DEED OF ACKNOWLEDGMENT OF ALORY VIRARAJENDRA WODYAR OF the KODUGA SAMSTANAM.

For the services rendered by me to the Deglish Circar the Right Honomicable the Earl of Mornington Bahadoor, Governor-General, etc., etc., etc., on the 26th day of the month Cbytra of the year Siddirtee (30th April 1799) in its friendship wrote to me that our that day he had relinquished to me the Rupees 24,000 that by agreetment I nanualli, paid to the Circar, and that the Honomrable Jonathan Duncan, Governor of Bomban, would through the medium of Captain Mahony, the English Resident with me, fix upon some then to be annually given in future in acknowledgment and as a memorial of my subjection and fidelity to the Circar, which he required me annually to perform

In conformity to this letter Captain Makony and me being in Virtunjendra Pete, the relinquishment of the Niladee which by mutual consent has been annually paid from my country to the Circar was this day made agreeable to the Company's orders and with indicate satisfaction to me, and in return I am to train and present annually to the Circar an elephant, in token to all the world of my filelity and final attrobment, even as the son of her own womb, to the Circar that protects me, and for which a sadura krama is executed by both parties and interchanged this day, being Wednesday the 18th of the month of Asknape of the year Siddartee of the Cally Yuggun 4,001 or 18th October 1795.

Seal and signature of the KODUGA RAJAH

No CXXIX

PROCLAMATION OF WAR with Cooks in 1834

The conduct of the Rajah of Coorg has for a long time past been of such a nature as to render him in worthy of the friendship and protection of the British Government

Unmindful of his duty as a ruler, and regardless of his obligations as a dependent ally of the East India Cor oppression and cruelty towards the has evinced the most wanton disresp.

host le disposition towards, the form invariably received every degree of kindness and protection It will be needlees to enumerate the sevenal instances of his misconduct, but it is sufficient to state that, in consequence of an asylum having been afforded in the British territories to his own sister Denamaye and her bushand Chemia Baeatappa, who to preserve their lives had fled from his oppression, the Raphi has presumed to address letters replete with the most in sulting expressions, to the Governor of Fort St. George and the Governor-General of India, that he has assumed an attitude of hostility and defiance towards the British Government, that he has received and encouraged the proclaimed encomes of that Government, and that he has unjustifiably placed under restraint in old and faithful servant of the Company, named Kulpatty Karnikara Manoon, who had been formally deputed by the British representative for the jurpose of opening a frendly negotivition, thus committing a gross outrage, not only upon the authority by whom the above named individual was deputed, but upon the established rules of fill civilised nations, by whom the persons of accredited agents are invariably held secred

The ancent allance and the firm frendship which had so bippily substated between the predecessors of the present Rajah and the Honourable Company have caused his errors to be treited uniformly with indulgence. The most earnest renomirances have been in vain tried to bring him to a sense of his obligations, and it is not until further forherance would be cul pable that His breelency the Right Honourable the Governor General, at the suggestion and with the concurrence of the Right Honoural le the Governor in Council of Fort % Governor has resolved on employing the only means left of vindicating the dignity of the severeign State and of securing to the inhabitants of Coorg the Blessings of n just and equitable Government

ified that a British army is about to invade endra Wodyar is no longer to be considered one and property of all those who conduct the operations of the British troops shall prespected, and that such a satem of covernment shall be established as

be respected, and that such a system of government shall be established as may seem best calculated to secure the happeness of the people

It is also hereby made known to all British subjects who may have entered the service of Virangendra Wodyst, that they are required to place themselves under the protection of the British audionties by whom they will be kindly received, and their rights and privileges respected, and that such of them as may in any way render assistance to the enemy will be considered as traitors and punished accordingly.

This proclamation will be carefully made known in Chittle Proop, Raidroog, My sore, Bellary, Malabar, Canara in order that the relatives of such persons as have taken service in Coorg from those places or adjoining distincts may adopt the carlest means of communicating its purport to the parties in whose safety they are interested.

Issued at Bangalore this 15th day of March 1834

(Sd) J. S FRASER, Lient Col, and lolitical Agent

No. CXXX.

Final Proclamation of the Annexation of Coord in 1804.

Whereas it is the unanimons wish of the inhabitants of Coorg to be taken under the protection of the British Government, His Excellency the Right Honourable the Governor-General has been pleased to resolve that the territory heretofore governed by Virarajendra Wodyar shall be transferred to

the Honourable Company. The inhabitants are h - " be subjected

to native rule ; that their . . e respected: tich Governand that the greatest de-n . ment to augment their security, comfort and happiness.

(Sd) J. S FRASER, Lieut,-Col., and Political Agent.

Camp at Vercara, 7th May 1834

PART IV.

TREATIES, ENGAGEMENTS AND SANADS

RELATING TO THE

CENTRAL PROVINCES.

I-NAGPUR

The early history of the ruling family of Nigpur is somewhat obscure, but its importance in Indica history may be said to date from Raghuji, who as a leader of predatory expeditions, had, at the time of his death in 1755, established the Mahratta supremacy over the country between the Nerbudda (Narhada) and the Godavari, from the Ajanta bills eastward to the sea Raghuji left four sons, Janaji, Sahaji, Madhoji and Bimbaji, and was succeeded by Janaji, the delets, who died in 1772, after having, with the concurrence of the Pesliwa, adopted his nephew Raghuji, son of Madhoji, as his heir. The government, however, was, on Janoji's death, seized by Sibaji, who held it through much opposition till 1775, when he was slain in battle by his hrother, and was succeeded by Ikaghuji, a minor, mader the regency of Madhoji.

Advances had been made by the Beagal Government during the rule of Janoji with a view to obtain possession of Cuttack (Katal.), but without success An unsuccessful attempt was also made by Warrea Hastings to rent a tract of country on the Cuttack corst from Madhoji. In 1779 Madhoji sent a force to unade Bengal in pursuance of a confederacy between the Mahratis, the Nizam, and Haidar Ah, for the overthrow of the British power. Madhoji was at heart friendly to the British Government, and, being disgusted at the refusal of the Peshwa to admit his claims to Garha Mandia, he undertook this expedition with much relectance. The British Government, who had despatched a force to the Carnatic by the coast route, under Colonel Pearse, to co-operate with the Madras army against Haidar Ah, found therefore little difficulty in concluding a Treaty (No CNNI) on the 6th April 1781, by which the army of Madh ji was bought off from its invasion of Oriesa, and a promise was obtained from him of assistance against Haidar Ah.

On the death of Madboys in 1788 he was succeeded by Ragbuys, who was then twenty-eight years of age When the triple alliance was formed hetween the British Government, the Nizam and the Peshwa, for the overthrow of Tipu Sultan, negotiations were opened with a view to include Raghun in the confederacy, but Seringapatam fell before they were brought to a close Ragbun was too realons of the increased ascendancy acquired by the British Government on the fall of Tipu to be induced to enter into an alliance to check the growing power of Sindhia. He even exerted his inQuence, although without success, to put a stop to the contest between Sindhia and Holkar with a view to a nnion ngainst the English, and after the treaty of Bassein he joined Sindhia in the war which followed to defeat the objects of that treaty The power of Sindhia and Raghuji in the Deccan was broken in the battles of Assaye and Arganm The ruin of Ragbuit was completed by the fall of Gawilgarh, and, on the 17th December 1803, he signed the Trenty of Deogaon (No CXXXII) By this treaty the Raja was deprived of the province of Cuttack and of the country to the west of the Wardha and south of the Namala and Gawilgarh hills. This treaty was confirmed by the treaty of 1804 with the Peshwa Its effect was to reduce the revenues of tho Berar State from about one crore to sixty lakhs of rupees

In 1806 the territory of Sambalpar and Paina was restored (No CXXXIII) to the Raja gratuatously, in consideration of the great loss to which he had been subjected by the transfer of the tribute and allegiance of the Chiefs of those districts to the British Government. But the Raja steadily rejected repeated advances towards closer relations, and resisted all efforts made to induce him to subsides a British force.

Raghuji died in 1816 and was succeeded by his only son Parsol. This Chief heiog incapacitated for government, a regency was formed under Madhoji Bhonshi, better known as Apa Sahib, Parsol's cousin Apa Sahib, however, was by no means secure in power, and to strengthen himself he nego tated a Treaty (No CXXXIV) with the British Government in May 1816 In this he agreed to subsidise a British force, costing Rupees 7,50,000 a year, and to maintain a force of not less than 3,000 cavalry and 2,000 infantry, with the necessary coupinent of guns and warlke stores

In 1817 Parsoji died suddenly, having heen mindered, as was afterwards discovered, by Apa Sahib Soon after his accession, Apa Sahib made common cause with the Peshwa, whn was then inciting all the Mahrattas to unite against the English. He fell upon the Residency with an overwhelming force, but was repulsed, and was compelled on the 6th January 1818 to sign a provisional Agreement (No. (CXXXV), ceding lands in lieu of the subs dy and contingent, and engaging that the government of the country should be conducted according to the advice of the Resident. Apa. Salish, however, persevered in his intrigues against the British Government. He was arrested, but effected his escape, and found refuge among the Gonds. After an unsuccessful attempt to regain his hold of Nagpur he field to Hindustan in February 1819. He died at Jodhpur in Rapputana in 1840.

On the deposition of Apa Saluh, a son of Raghuji's daughter was placed in power on the 26th June 1818 He assumed the name of Ragbin in honour of his grandfather. During the minority of the new Raja the Nag pur territory was under the management of the Resident, neting in the name of the Raja In 1826, when the Raja attained his majority and was entrusted with thendministration, a Treaty (No CXXXVI) was made with him, by which he ceded territories to cover the cost of the subsidiary force, and assigned lands as a guarantee for the payment of the troops which he under took to maintain, and which were thenceforth to be under control of the British Government The Raja also bound himself to maintain good government under the supervision of the Resident The provisions of this treaty, however, were acknowledged to press heavily on the Raja's resources, and to be inconsistent with the declared wish and intention of the BritishGovernment to restore the Bhonsin family to the rank and position of one of the substantive powers of India In 1829 therefore the treaty was modified (No CAXAVII), the assigned districts were restored to Nagpar, a subsidy of eight lakbs a year was taken instead, the auxiliary force was disbanded, and the Raja was required to keep up a force of his own sufficient to preserve the internal tranquillity of the country. The Raja was at the same time released to some extent from his complete subjection to the Resident in the administration of affairs At the request of the Raya in 1830 article 6 of the treaty of 1826, relating to an exchange of lands, was cancelled

Raghuji retained the administration till his death, on the 11th December 1853 He died without a son natural or adopted, and without leaving any lieir. The Nagpur State was then annexed to British India. It had been forfeited in 1818 though the treachery and hostlity of Apa Sahib, and had been declared to helong hy right of conquest to the British Government, who had conferred it as a free gift on Raghuji under the treaty of 1826.

In 1855 the surviving widows of the last Raja adopted as their son and heir Janou Bhonsia, a collateral relation of the Raya in the female line consideration of the loyalty of the family during the rebellion of 1857, the title of Raya Bahadur of Deer, and the lands of Deor, in the district of Satara, were conferred in perpetuity on Janou and his heirs, whether by blood or by adoption

Raja Janon died on the 5th December 1881, leaving three widows, two minor sons (Raghun Rao and Lachhman Rao) and three daughters to whom stipends aggregating Rs 90,000 per annum were granted The stipend enjoyed by Raja Janon at the time of his death was Rs 1.20,000 per annum On his death the estate of the family, pending the majority of the heir, was taken, and still (1892) continues, under the Court of Wards

In November 1861 Nagpur and its dependencies and the Saugor and Norbudda territories were formed into a separate administration under a Chief Commissioner, and to these were added in April 1862 Sambalgur, Patna, and their dependencies, which had till then been under the control of the Govern ment of Bengal Nimar was added subsequently, as narrated in the following paragraph These territories are now known as the Chief Commissionership of the Central Provinces

The history of Nimar may be summarised as follows -In May 1864 the Butish portion of Nimar was transferred from the Central India Agency to the Central Provinces. The tracts forming this district had come under British administration at different times Those lying on the banks of the Nethudda hecame British territory in 1818, and in 1823 the greater part of Sindhia's possessions in Nimar came under British management In 1860 certain territorial exchanges were effected with Siudhia, by which the sovereignty of the British Government in Sindhia's Nimar was confirmed, and Burhanpur and Zamabad were also ceded by him (See Gwalior, Vol 1V) Some parts of Nimar also belonged to Holkar, while outlying portions of the British districts were surrounded by his territory As this gave rise to inconvenience, it was re solved to exchange the detached districts held his the British Government in the western portion of Nimar for Holkar's possessious in the Deccan exchange was finally completed in 1867. The parganas of Barwai, Dhargoon, and Mandlesar, north of the Nerbudda, and of Kasrawad, including the lapsed Jagir of Chhota Kasrawad, south of that river, of an aggregate annual value of Rs 45,500, were accordingly made over to Hollar The transfer of Barwai was accompanied by the condition that Holkar should abolish his

transit duties on the line between Indore and the Great Indian Peninsula Railway in Nimar (See Indore, Vol 'IV) In 1865 Sanads were issued to certain land-holders of the Nimar district, conferring on them grants of lands or money in compensation for the loss of the emoluments attached to certain hereditary offices, the duties of which they formerly discharged Forms of these Sanads are given as Nos CXXXVIII and CXXXIX

II.—CHIEFSHIPS AND ZAMINDARIS of the CENTRAL PRO VINCES up to the date of their classification as Feudatories and ordinary British Subjects.

In 1863 a report was submitted to the Government of India by the Chief Commissioner, Sir Richard Temple, on 34 Wainganga Zamindara Chhattugarh ... 34 the tenures and status of the Chiefships and Chanda Chhindwara Jagirdara 12 Zamindaris * in the Central Provinces. It Saugor and Chiefa 3 dealt with 115 estates of very varying extent Sambalpur and Patna and reveaue The Wamganga zamindaris . 11 had been granted or confirmed by the Mahrate 115 TOTAL tas to Gond or Rapput families, as rewards for

service or to ensure their assistance in maintaining order in what was then a very unsettled country. The zamindars were bound to furnish a certain number of armed men to assist the Government in police duties, and paid a rent always liable to enhancement. No written engagements under the treaty of 1820 were formed with them by the British Government.

The Chhattisgarh zamind ris were held in ancient times by the Chhattisgarh Rajas of the Haibaibansi djinsety of Rataipar on a tenure of military service, which the Mabrattas changed to a tribute varying in amount with the power of the government to exact it

The Chanda tenures were of a similar description to those of the Wainganga group and subject as a rule to the payment of tribute

The Chhindwara jagirdars had always been in a kind of feedal subjection, first to the Gond Rajas and subsequently to the Mahrattas, but the natural strength of their country preserved them from entire subjection to the latter, whose policy, therefore, it was to support one of the most powerful of them in order that he might keep the others in check

In 1819 the status of these dependent Chrestains was enquired into by the Mahratta Government through the British officers, who were then managing the country in the name of the Raja. The powers of the Chiefs were restricted by new engagements † hinding them not to inflict capital punish ment, to refer their disputes to the irbitration of the Mahratta Government, and generally to be loval and obedient. They renounced in these engage ments the right which some of them had usurped of levying transit duties, some of them were also required to furnish a specified number of men when cilled upon by the Mahratta Government to do so, but as it was an object to treat them liberally their tributes were not as a rule enhanced

By article 2 of the treaty of 1818 Engagements (No CXL) were concluded with the Gond and other tributary Chiefs and zamindars by British officers in the name of the Raja. The engagements concluded with the zamındars of Chhattisgarh, Chanda, and Deogarh or Chhindwara were guaranteed by article 2 of the treaty of 1829.

In 1855, after the lapse of the Nagpur State to the British Government, enquiries into these tenures were made, and in some cases the old sanads were informally renewed, but the only material change effected in the position of the zamindars was the gradual restriction of their judicial powers

The Saugor and Nerbudda Chiefs, though their treatment by the Mah

+ The following is a spec men of these Engagements-

Agreement made by Dr gpal Zamindar of Ebairagarh and hafamily, with Colonel Agnew in the year 1230 Fash with his free will and co sent -

1st -I will rig dly obey all orders of the Sarkar

2nd -If I become aware of any improper proceedings or conspiracies (fan fitar) I will duly report them 3rd -I will pay my revenue by instalments agreeably to promise according to the orders the

Landar may bring me 4th - The sayer belongs to the Sarkar I will not collect it I will only collect ' kut 'accorf

ing to aucient usage No Beparis shall be interfered with but have free passage through my d strict

5th -All travellers Beparis &c aball have free passage. If a robbery occurs 1 shall be responsible for it, and produce the robber and the property or the value thereof

6th - Any enemy of the Sarkar or thief or conspirator I will delver up

7th -Without the orders of the Sark

Lohara Madanpur l ngeshwar Kaur a Khuta. huarmar Deorl Narra.

planes of it, I will obey whatever ord is the Sarkar gives

me in the matter 8th -1 will endeavour to find out all beirs to unclaimed property and give it to them, I will not take it

9th -I will engage in war with no zam ndar or other person without the Sarkar s order, should any cause for it ar so I will report the circumstance and do as I am ordered

10th — I will be kind and just to the people and bring my ram ndari under cultivat on I will be controlled in the contro Jear 1230 tasl corresponding with 17th February 1821.

rattas bad been in some respects different from that of the Nagpur zamindars, held eventually much the same position as the latter

The Sambalpur and Patna, or Garbjat, Chiefs were at first independent but were subsequently beld in subordination to the Maharaja of Patna, the most powerful of their number. In later times he was compelled to share this supremacy with the Maharaja of Sambalpur. The Chieftauships which formerly owed allegiance to Sambalpur and Patna were, including those two, eighteen in number, and the country was knawn as the Athara (18) Garh, just as that to the west was and still is called the Chhattis (36) Garh bence it has been conjectured that the Haihaibansi dynasty, whose capital was Chhattisgarh, ruled also over the Sambalpur and Patna Garbjats

In 1755 these territories fell under the dominion of the Mahrattas, but were ceded to the British Government by the Treaty of 1803 with Ragbuji Bhons'a (No CXXXII) With the exception of Raigarh, the Chief of which State was, as a reward for his fidelity and services, declared to be under the special protection of the British Government, all these States were restored to the Mahrattas in 1808 Bit in 1818 they reverted to the British Government, and were finally ceded by the Treaty of 1826 (No CXXXVI) Advantage was taken of the circumstances in which Sambalpur, Patna, and their dependencies were found on their cession to annul the dependency of the other zamindars on these two Chiefs, and in 1821 separate sanads were granted by Government to each zamindar, and separate engagements were taken

The Government from the first declined to issue may definite rules for the guidance of the Chiefs The general line of policy to be adopted was alone indicated The ascertained and generally admitted rights of the Raia and the various classes of his subjects, and all customs of the country that were not incompatible with the usages of civilised nations, were to be maintained. In regard to tribute it was determined to adojt generally a lower scale than that which had been levied under the Mahratta Government | Lxcept with Raigarh. with which a final Settlement (No CVLI) was made in 1819, the settlements were all made for a limited period. They were renewed in 1827. but though the engagements entered into in that year were nominally for five years only, they were not renewed at the expiration of that period One of these engagements is given (No C\LII) Separate engagements of which one is given (No CVLIII), were at the same time taken from each Chief. binding him to use rightly the judicial and police powers entrusted to him. In practice the powers of the Chiefs in criminal cases were limited to the infliction of seven years' imprisonment.

Sonpur

Sambripur Paina Group Group . Saktı Patna Sara garh. Il uljbar Bara Sambar Ra garh cum Bar garb Al rar Hamra B dranawagarh l a rakhol

Of the original Athara (18) Garh, eleven only remain attached to the Central Provinces Of the Sambalpur group Sambalour proper escheated to Government in 1849, and Chandarpur is no longer man aged by a Chief On the abolition of the South Western Frontier Agency in 1837 Bod and Athmalik were transferred to the control of the Superintendent of the Tribu-

tary Mahals of Orissa and still remain under his charge In 1833 the zamin dar of Bargarh was convicted of rebellion, and his estate was conferred on Deonath Singh, Raja of Raigarh who was thenceforth considered Chief of Raigarb cum Bargarb On the formation of the Central Provinces Administra tion the States of Gangpur and Bonar, of the Patna group, remained as before attached to the Chutia Nagpur division of Bengal

In 1862 disturbances occurred in the Sambalour district, caused by the intrigues of Surendra Sah, a relative of the last Malinraia of Sambalpar This man had successfully stilled up a rebellion in the Sambalpur district in 1857 and subsequent years, but surrendered on conditions, and was permitted to reside under surveillance at Samhalpur Soon afterwards with the idea of possessing himself of the chief power in Sambalpur, he organised maranding bands, which committed great atrocities in the Samhalpur d strict For these offences he was detained as a political prisoner in the fort of Asirgarh, where he died in 1884

III -THE FEHDATORY STATES

Enquiries made between the years 1863 and 1866 into the status of the Chiefs and Zamindars of the Central Provinces resulted in their classifi cation into two divisions, one comprising Chiefs of the rank of feudatories, the other those whose position was merely that of British subjects

· Nogpur Group Lhairagarh Nandgaon Kondka or Chhu khadan Lawarda. Bastar Karo d or Kalahand Kauker Patua Saugor and Nerbudda Group Metr.

Garkjat Group Sakti Sarangarh. Ra garla cum Bargarh Bames Ra rakhol Soppur

Fifteen* Chiefs were declared to hold the position of feuda tories, and sanads of adoption were issued to such of them as had not already received them A general form of the Sanad is given (No CNLII)

Bastar Karond and Makra rec ved Sa ads of adopt on in 1862 and all the oth r thefs except Pa rakhol received them in 1860. A Sunad of adopt on in 1862 and all the our rakhol received them in 1860. A Sunad of adopt on was granted to the Chief of Ra rakhol in 1860. Ra rakhol in 1866

Acknowledgments of fealty (Nn CALV) were taken from all the feudatories of the Nagpur group except Karond, and from Makrai and Sakit. To Karond, Sarangarh, Raigarh, Bamra, Rairakhol and Sonpur (which, with Patna, were attached to the Sambalpur district), Sanuds (No CALVI) were granted containing conditions similar to those contained in the acknowledgment of fealty (No CXLV). A sanad was prepared for delivery to Patna, hut was not actually delivered, owing apparently to troubles in the State which resulted in its being taken nader Government management.

Advantage was taken of the enquiry into and definition of the status of the readatory Chiefs to declare the intention to revise from time to time the irributes (t.i.olis) payable by them. Such revision is expressly provided for in the Acknowledgments of fealty and in the Sanads by which the status of the Chiefs is regulated (Nos CXLV and CXLVI). Accordingly, the tributes of all the Feudatory States except. Kanker (which was for epecial reasone exempted from the payment of tribute) and Makrai (which has never paid any tribute) were revised for a period of 20 years commencing from 1867.

Since 1867 there has been a remarkable increase in the revenue of the Fendatory States, from the opening but and general progress of the country, and a still further augmentation of their resources may be expected from the extension of the railway. When, therefore, the period embraced in the settlement of that year was about to expire, the Chief Commissioner proposed a general enhancement of the tributes to the point of making them substantial contributions to the Suzerain State. The increased rates received the sanction of the Government of India in February 1858. For special reasons Kankar had been exempted in 1867 from the payment of tribute, and it was decided in 1868 that the exemption should continue until the next succession. The revision of the tribute of Bastar was, in view of the remoteness and other peculiar conditions of the State, also deferred for the lifetime of the then Chief. It has recently been fixed by the Government of India at Rupees 17,000 a year, being 10 per cent on the estimated gross revenue.

The following are the tributes fixed to 1858 as payable by the several Chiefs -

Chhaffingarh Commissionership

Kha ragarh Nandgaon Ci hukhadan Nankar	-	Re. 70 000 70 000 15 000 A I	Fakts Sarangarh Pa -arh Bauera	Rs 1,300 3,500 4,000 1,500
halabaud: Bastar Kawardha	•	20.6° 20.6° 22.00	Patrakkol Supur Patra	9 nou

^{*} The laster tribute was fixed in 150", aft r the last success "n, at Es. 17 ttu.

Nerbudda Commissionership Makrai Ael

Subject to the political control of the Chief Commissioner and his subordinate officers, the Fendatory Chiefs exercise full civil and revenue powers
in their States, in criminal cases sentences of capital punishment (and
in the case of Fendatories from whom an acknowledgment of fealty in form
No CALV has heen taken, sentences of imprisonment exceeding seven years)
cannot be carried into effect until confirmed by a British Officer. Under the
executive orders of the Central Provinces Administration, all sentences of
death are submitted, through the Commissioner of the Division, to the Chief
Commissioner for confirmation. The Fendatory Chiefs and their subjects are
not amenable to British laws for acts done or property possessed in their

States

Until the year 1882 the administration of all these Chiefs was supervised by the Commissioners of the Divisions and the Deputy Commissioners of the Districts to which the several States were attached In that year, however, disturbances having broken out in Kalahandi-one of the States in the Chhattisgarh Division-it was placed under the management of a Political Agent Several other States in this Division had at the same time to he taken under direct management and it was found that it was impossible for Deputy Commissioners to supervise the work in them efficiently in addition to their ordinary duties Whea order had been restored in Kalahandi, it was proposed that the Political Agent in that State elould he appointed Political Assistant to the Commissioner of the Chhattisgarh Division This was sanctioned, and all the Feudatory States in the Chhattisgarh Division are now (1892) under the charge of the Political Agent for the Chhattisgarh Feuda tones, who has his head quarters at Raipur and works under the general control of the Commissioner of the Division The Political Agent exercises the powers of a Political Agent, nuder chapters IV and V of the Foreign Jurisdiction and Extradition Act, XXI of 1879, for the Feudatory States of which he holds charge

Makraı is under the charge of the Deputy Commissioner of Hoshangabad District, subject to the control of the Commissioner of the Nerhudda Division

The rules regulating the payment of Nazarana in cases of succession to the Chiefships are generally as plicable to the Feudatory States of the Central The total area of the Feudatory States is 29,454 square miles, and the population, according to the census of 1891, is 2,157,456

None of the Chiefs have any military force in the real sense of the term

(1) KHAIRAGARH

The family of the Kharagarh Chief is a branch of the old Gond dynasty of Mandla. In 1755 the Mahrattas levied a tribute of 1,600 Nagpur rupees, and this amount was at various times raised till, on the lapse of the Nagpur State to the British Goveniment in 1854, it stood at nearly 39,000 Company's rupees. In 1867 the tubute was again revised and fixed at Rs. 47,000 per annum for a period of twenty yeas. It now stands at Rs. 70,000

In 1870, owing to his tyranny and oppression, the ruling Chief, Lal Fatch Singh, was deprived of civil and criminal jurisdiction. In 1873 his indehtedness and continued miladministration compelled the Government of India to deprive him of the fiscal management also and to assume the entire administration of the State. Lal Fatch Singh died in 1874, and the State remained under direct management till 1883 when it was restored to his oldest son, Lal Umrao Singh, alias Kanhaya Lal Kanhaya Lal died towards the close of 1890, and was succeeded by his son Kamal Narayan Singh, who was born in 1869. His succession was recognised by the Government of India in February 1891.

In 1865 the Chief of this State received an adoption Sanad (No CXLIV), and he subsequently executed an Acknowledgment of fealty (No CXLIV), Three Deeds (Nos CXLVII to CXLIX) making over railway lands, with the jurisdiction therein, were executed by the Chief, Lai Umrao Singh. The first, executed on the 21st August 1883, referred to land required for the Nagpur and Chhattingarh Stata Railway, and the two latter, which were executed on the 9th March 1890 and 27th September 1890, respectively, referred to the Bengal Nagpur Railway.

The area of the State is 931 square miles, and according to the census of 1691 its population is 181,184. The gross revenue in the year 1690 91 was estimated to be Rs. 1.63,021.

(2) NANDGAON

The country comprised in the Nandgaon Chiefship was conferred in 1723 by Raghuji Bhonsla on a religious devotee named Ram Das Celibacy being one of the observances of the sect to which Ram Das belonged, the succession is maintained by adoption. Though belonging to the sect of Bairagis professing celibacy, such profession was immore the beadmen merely normal. The late Chief, Ghasi Das, was himself married at a somewhat advanced time of life, but adopted the Hindin ension of marrying his son at an early age. On a representation made by him in 1879 the Government of India assured him that marriage would not be allowed to invalidate the succession.

Ghasi Das died in November 1883 and was succeeded by his son Balram Das, who was horn in 1866. The administration of the State, until Balram Das attained the age of 21, was entrusted to his mother nided by a Diwan. In 1867 the Chief received the title of Raja as a personal distinction. In 1885, owing to the lax supervision of the Diwan, Gobind Rao, and the general remissness of the State police in properly dealing with crime, the arrangements sanctioned in 1884 were suspended and an officer of the standing of an Extra Assistant Commissioner was appointed as Diwan to c nduct the administration of the State in the name of the young Chief, Raja Balram Das, till he should prove himself capable of managing its affairs.

In 1965 the Chief of this State received an adoption Sanad (CXLIV) and he sub-equently executed an Acknowledgment of fealty (No CXLV)

Certain lands required for the Bengal Nagpur Railway were made over, with the jurisdiction therein, by the Chief under a Deed, executed on the 12th January 1891 (No CL) This deed supersedes the one executed by the Chief, Mahant Ghasi Das, on the 2nd July 1883, whereby certain lands were provided for the Nagpur and Chbatthsgarh State Railway.

The investure of Raja Balram Das with full powers of administration was sunctioned by the Government of Iodia in August 1891

The area of Naudgaon is 871 square miles, and its population is 183,866 (1891) The gross revenue of the State in the year 1890-91 amounted to Rs 2,23,318 The tribute is Rs 70,000

(3) KONDKA, OR CHHUIKHADAN.

This Chiefship is also held by a religious family, it was conferred on Rup Das in 1750 by Madhoji Bhonsla Marriage is permitted in the sect to which this family belongs

The present Chief is Mahant Sham Kishor Das, who was born in 1838

and succeeded in December 1667, after baving been for some years previously the virtual ruler of the State About the time of his father's death it was brought to light that Mahant Sham Kishor Das had committed a gross net of injustice by threatening certain malgazars with eviction from their villages unless they paid up very berry fines, inflicted because they had brought to the notice of the authorities certain exactions on the part of the Chief The men paid the fines in order to escape eviction. Enquiry showed that this policy of intimidation was not uncommon in Chbuilhadan, aid the Chief was accordingly called on to make amends to the men he had injured, to abolish the naz irana system, guarai teeing his gaontias against unwarrantable eviction, and to appoint an approved Diwan to assist him in carrying out the necessary reforms to the administration of the State, the affairs of which were found to have been grossly mismanaged A Tahsildar of approved service was appointed Diwan, and was directed to carefully examine the whole administration of the State, under the supervision of the Political Agent 1565 the Chief received an adoption Saund (No CVLIV) and subsequently executed an Acknowldgmeat of fealty (No CLLV)

The area of Chhuithadan is 154 square miles, and its population (1891) is 36,388. The gross revenue is 1889 90 was estimated to be Rs. 56,497. This State page a tribute of Rs. 15,000.

(4) KAWARDHA

Kawnrdha is held by a branch of the Pandariya family, and was conferred for militari services by Raghuji Blonela. The elder hranch of the Anwardha family holds the zamindari of Pandariya, to which the son by a senior wife succeeds to the exclusion of bis elder brother by a junior wife. By this custom Ram Suigh, a vounger son, but by a senior wife, i ecame zimindar of Pandariya. On the extinction in 1663 of the jounger or Kawardha branch of the family, ham Singh's elder brother, Babudur Singh, was recognised as Chief of Kawardha, but died shortly afterwards, when he was succeeded by Ram Singh's elder son by a junior wife, Rajpal Singh, who was born in 1549

In consequence of his maladmini tration the Government of India, in 1881, sanctioned his removal from power for a period of five years, the arrangement being subject to reconsideration in the expiration of that time In November 1889 the Government of India sanctioned the continuance of the same arrangements for a further period of five years, the State being administered by an officer of the grade of an Extra Assistant Commissioner appointed as Superintendent, assisted by a Tahsildar

Thakur Rajpal Singh died on the 31st December 1891, and was succeeded by his nephew, Aritpal Singh, who is now about six years of age

The tribute originally fixed at Rs 2,000 was subsequently more than quadrupled by the Bhonsla family it now stands at Rs 32,000

In 1865 the Chief of this State received an adoption Sanad (No CXLIV), and he subsequently executed an Acknowledgment of fealty (No CXLV)

The area of Kawardha is about 798 square miles, and its population (1891) is 91,813. Its revenue in 1890.91 was Rs 92,936

(5) BASTAR

This family is said to have been driven from Waringal in the Deccan by the encroachments of the Muhammadan power early in the fourteenth century. In 1777 the Raja of Bastar was driven out of his territories by his brother, and took refuge with the neighbouring Chief of Japur, in the northera Circars, to whom, in return for assistance in recovering his territories, he ceded on certain conditions the pargana of Kotipad. In 1782 hostilities broke out hetween the two States in consequence of the nonfulfilment by Japur of the conditions of the cession. The Bastar Chief died before he could recover the whole pargana, and as Bastar at this time failed in its payment of tribate to Nagpur, that government took possession of the pargana and subsequently granted it to Jupur, subject to the obligation of furnishing military and against Bastar when required

The constant raids and reprisals between the two States of Bastar and Jaipur Lept the country for many years in a state of anarchy. In an Agreement (No CLI) taken by the Nagpur Government from the Chief of Bastar on the occasion of a revision of the settlement of the Chief hastrict, the latter bound himself to pay an annual tribute of 5,000 Nagpur rupees, subject to a remission of Rupecs 1,000 so long as the Kotipad pargana should remain separated from his territories. Claims to the restoration of Kotipad were more than once put forward by Bastar, but in 1863 it was finally decided that the British Government, which hid succeeded to the rights of the Nagpur State, should receive Rupees 3,000 per annum from the Jaipur Chief, in return for which he was to retain Kotipad and he exempt from the condition of military service attached to the original grant. Of this sum Rupees 2,000 were formally paid to the Raja of Bastar in money,

and the remainder in the form of a continued remission of tribute, which then stood at Rupecs 3.056* per annum

A new arrangement was sanctioned in March 1889, by which the entire sum of Rupees 3,000 payable by Jappir was to be credited in the accounts of the Madras Presidency,—Rupees 1,000 on account of the Kotipad pargana, and the halance as part payment of the Bastar tribute which was reduced, for the lifetime of the late Raja Bhairam Deo, to Rupees 2,056, the remaining Rupees 56 heing recovered directly from the Bastar Chief.

The Chief of Bastar received a Sanad of adoption in 1862 (No. CXLIV), and subsequently executed an Acknowledgment of fealty (No. CXLIV).

The late Chief, Raja Bhairam Deo, was born in 1839, and succeeded in 1853. There is nothing noteworthy in the political bistory of Bastar till March 1876, when a disturbance bloke out at Jagdalpur, owing to certain acts of oppression and injustice committed on the people by the then Diwan, Gopinath Guru, and Adit Prasad, who were eventually removed to Sironcha in the Central Provinces. In 1831 Lal Kalandar Singh, n cousin of the Raja, heame Diwan, hut soon after, owing to n difference of opinion between himself and the Rani, he withdrew himself from work.

On n visit to Bastar in 1883 the Commissioner found that utter confusion and claos prevailed, and the Cluef Commissioner decided that Kalandar Singh should resume his duties as Diwan and be assisted by a selected officer of Government Tabsildar Sher Muhammad was accordingly appointed Naib-Diwan of Bastar. These arrangements were sanctioned by the Government of India, but eventually broke down, owing to the incompetence as Diwan of Lui Kalandar Singh, and in 1886 an Extra Assistant Commissioner, selected by the Chief Commissioner, was appointed by the Raja as his Diwan to administer the State.

Raja Bharram Dee died in July 1891, and the Government recognised the succession of his rafant son, Radra Pratap Deo The State is now (1892) managed by a Superintendent, under the control of the Political Agent, during the minority of the Chief.

The area of Bastar is shout 18,062 square miles; and its population (1891) is 310,884. The gross revenue in the year 1890 91 was estimated to be Rupees 1,68,268.

The tribute of the State was fixed after the last succession at Rupees 17,000

^{*} i.e., 4000 Nagpur ropers, the amount of the tribute fixed in 1819 after delecting the remusion.

Under the Mahrattas this State paid a tribute of Rupees 5,330 in Nagpur coin, but the amount was reduced to Rupees 4,500 under the last Raja of Nagpur. Subject to Karond is the petty Chiefship of Thuamul held by a branch of the Kaiond family. The Thuamul family again is divided into an elder and a younger branch the head of the former succeeding to the Chiefship with the title of Påt Raja, the head of the latter to the administration of the country with the title of Tåt Raja. This custom led to constant feuds between the Tåt and Påt Rajas disputes also occurred between Karond and Jaipur, occasioned by clums of the latter to supremacy over the pargana of Kashipur, a part of Thuamul

The Nagpur Government therefore determined to separate Thuamul from Karond and to leave its administration in the lands of the Tüt Raja. These orders were confirmed by Government in 1862, and the claims of Jaipur to Eashipur were at the same time disallowed. In 1866, however, it was found that the disputes between the Påt and Tåt Rajas still continued. Thuamul was therefore divided between them, the Tåt Raja retaining Kashipur and paying a proportionate share of the tribute. The territory under the Påt Raja was restored to the jurisdiction of the Chief of Karond, and the remaining territory was given as a separate zamindari to the Tat Raja. In 1869 the Tåt Raja shay also was placed under the fendal control of the Karond Chief.

The late Objet of Karond, Udit Paitab Deo, died in 1851, having previously adopted as his heir Rathu Kesbar Deo, n boy of tender years. He had at a considerably eather period adopted one Rambbadia Su, but had eacelled the adoption in consequence of the youth's misconduct. The claim of Raghu Kesbar Deo as heir was recognised by the Government of India and he succeeded accordingly. There thence arose a dispute as to the succession, and the opportunity was taken by the Khands to prefer numerous complaints as to the oppression and mismanagement from which they had long suffered. Evenually the Khands rose in open is bell ion and committed many excesses attended with bloodshed.

The disturbances were suppressed with the aid of British troops, and a British officer was in 1882 appointed as Political Agent, with bead quarters at Bhawain Patina to manage the State In 1887 this officer was, as has already been mentioned, appointed Political Agent for the Chlatitisgain Feudatories, and this State is now administered by a Superintendent under that officer's control. The present Chief, Raja Righa Keshar Deo, was born in 1872 and has been educated at the Rajkumar College, Jahabura

A Sannd of adoption (No CXLIV) was granted to the Chief of Karond in 1962, and a Sanad (No CXLVI) defining his status as a Feudatory Chief was granted to him subsequently.

The tribute paid by Karond is Rupces 12,000, its area is about 3,745 source miles, and its population in 1891 was \$26,295 The gross revenue in the year 1890-91 amounted to Rapers 1,22,484

(7) KANKER

This State was held by the Mahrattas on the condition of furnishing 500 men for the service of the Government, free of expense, whenever required to do so In 1809 the then Chief was deprived of Kanker, but was in 1818 restored to it under the authority of the British Resident at Nagpur on payment of an annual tribute of Rupees 500. This was remitted in 1823, in consequence of the Government having resumed the sayar duties formerly levied by him The Kanker Chief therefore pays no tribute

Maharaj Adhiraj Narhar Deo, the present Chief, was born in 1850 and succeeded in 1853. In 1859 the Rajn's mind became unhinged by domestic troubles, and as he showed no signs of recovery, it became necessary to appoint a Diwan to a immister the State. This was accordingly done in 1890, and this arrangement continued in force up to July 1892, when it was decided to take the State under the management of Government until the general health and mental condition of the Chief should improve sufficiently to enable him to resume the administration. The State has been placed in charge of a Superintendent acting under the orders and control of the Political Agent.

The Chief received an adoption Sanad in 1865 (No CNLIV) and subsequently executed an Acknowledgment of fealts (No CLLV)

The area of Kanker is 1,429 square miles, and its population in 1891 nas 82,879 The gross revenue is 1690 91 amounted to Rupees 65,785

(8) MAKRAI

This petty Chiefship struggled with varied fortune against the Pe-hwa. Sindhia and the Pindaris, and was eventually taken under British projection

In 1858 the Chief was placed under the control of the Commissioner, Jabalpur Division, with the Deputs Commissioner, Hoshangal ad as Political Agent, he was instructed to correspond with the latter and attend to his wishes and advice Up to 1863 the Chief received Re 2,243 14-5 annually as compensation for the loss of transit duries, the levy of which was entirely abolished

509

610

from the 1st May 1847 This payment was commuted in 1863 for the lump sum of Rs 23,000 and no payment is now made in lieu of transit duties

The Chief received an adoption Sanad in 1862 (No CYLIV), and subsequently executed an Acknowledgment of fealty (No CXLV) He pays no tribute to Government.

The present Chief, Raja Lachn Sab alias Bharit Sah, is an adopted son, he succeeded in 1866 and was born in 1846. Towards the end of 1890. the management of the State was taken out of his bands for a period of three years, on account of gross mismanagement, and a Diwan was appointed to conduct the administration of the State under the superintendence of the Deputy Commissioner of Hosbangabad

The area of Makrai is about 165 square miles, its revenue is about Rs 38,700, and its population in 1891 was 18,547

(9) SAKTI.

This State was formerly held as a tributary to the Maharajas of Sambalpur The Chief, Raja Rangit Singh, was born in 1836 He was deprived of all power in 1875 for gross oppression and attempts to support false representations by means of forged documents, and the management of the State was assumed by the British Government. In February 1892 the Government of India sanctioned the installation of Rup Narayan Singh elder son of the ex-Raja, as Chief of Salti, and the appointment of Tabsildar Ganpat Ruo as Diwan of the State The new Chief is to be guided in all matters by the advice of his Diwin and rule the State through them

The Chief received an adoption Sanad in 1865 (No CXLIV) and subse-

quently executed an Acknowledgment of featty (No CXLV)

By a document dated the 31st October 1890 (No CLII), the Chief, acting through the Deputy Commissioner, Bilaspur, as the then Political Agent of the Sakti State, made over to the British Government certain lands, with the jurisdiction therein, required for the Bengal-Nagpar Railway Company

The area of Sakti is 138 square miles, and its population in 1891 wis 25,374 The gross revenue in 1890 91 amounted to Rs 24,462 The tribute paid is Rs 1,300

(10) SARANGARII

The In 1878 gross mismanagement was found to exist in this State rayats were oppressed, the reveaues were misappropriated, fraud and injustice

prevailed in the Courts, and the young Chief, Raja Bhawani Pratap Singh, was being allowed to grow up without education. The temporary management of the State during his minority was accordingly assumed by the British Government.

In 1885 Raja Bhawani Pratap Singh requested that the full powers of a Feudatory might be conferred on bim. The local officers reported that the Chief was budly educated, inexperienced, and incapable of managing the affairs of his State. The Raja's request was therefore not granted, and the arrangement then in force, viz, the administration of the State by an officer of the rank of an Extra Assistant Commissioner, was continued

Raya Bhawani Pratap Singh died in September 1889, and was succeeded by Ial Raghubar Singh. This Chief died in August 1890 and was succeeded by his minor son, Ial Jawahir Singh, born in 1880, who has been recognised by Government as the Chief. The State is administered during the minority by a Native officer as Superintendent under the control of the Pelitical Agent.

The Chief received an adoption Sanad in 1865 (No CXLIV), and a Sanad (No CXLVI) defining his status as a Feudatory Chief was granted to him subsequently

The area of Sarangarh is estimated at about 540 square miles, and its population in 1891 was \$3,210. The gross revenue in 1890-91 was estimated to be Rs. 40,968, and the tribute paid is Rs. 3,500.

(11) RAIGARH.

The zamindari of Bargarh was in 1833 conferred on the Chief of Raigarh, Deonath Singh, its former holder having been convicted of rebellion Deonath Singh rendered good service in 1857, died in 1862, and was succeeded by his son, Glansham Singh

Owing to the Chiel's maladministration the State was in 1855 taken under Government management. Ghansham Singh died in 1890, and his sen, Lal Bhup Deo Singh, who was been in 1867, was recognised by Government as his successor, though no formal installation has as yet (1892) taken there. The State continues to be a liministered by Government through a Nature officer as Superintendent under the control of the Political Agent.

The Chief received an adoption Sanad in 1865 (No CXLIV), and a Sanad No CLAVI) defining his status as a Feulatory Chief was granted to him subsequently

By a document, dated the 10th September 1890, the Chief transferred to the British Government certain lands, with the jurisdiction therein, required for the Bengal Nagpur Railway Company (Note to No CLII)

The area of Raigarh is estimated at about 1.486 square miles, and its population in 1891 was 168,525 The gross revenue in 1890-91 amounted to Rs 83.178 The tribute paid is Rs 4.000

(12) BAMRA

Tribhuvan Singh, Chief of Bamra, died in May 1869, and was succeeded by his nephew Raja Sudhal Deo, the present Chief, who was born in 1848 He was appointed to be a Companion of the Order of the Indian Empire in 1889

The Chief received an adoption Sanad in 1865 (No CXLIV), and a Sanad (No CXLVI) defining his status as a Feudatory Chief was granted to him subsequently

By a document executed on the 15th February 1891 the Chief made over to the British Government certain lands, with the jurisdiction therein, required for the Bengal Nagpur Railway Company (Note to No CLII)

The area of Bamra is estimated at about 1,988 square miles, and its population in 1891 was 104,367 In 1890 91 the gross income was est mated at Rs 49,567 The tribute paid is Rs 1,500.

(13) RAIRAKHOL

The Chief of this State was not at first included in the list of feudatories on the ground of his maladministration. This was subsequently accertained to have been due to the acts of one of the Chief's brothers who managed the State for him during his illness, and, as the Chief had shown conspicuous loyalty in 1857, he was recognised as a feudatory, and in 1866 received a Sanad of adoption (No CXLIV) accordingly A Sanad (No. CALVI) defining his status as a Feudatory Chief was afterwards granted to hım

The present Chief of Rairalhol, Raja Bishan Chandar Janamuni, who was born in 1819, succeeded in 1825 Owing to his blindness and advanced age, and the death of his only son, the finances and the affairs of the State generally fell into great disorder A portion of the State had become depopulated in consequence of the oppression of the Rajn's officials, and the State treasury

was hankrupt It was therefore decided in 1889 that the Raja should appoint a competent officer, with the approval of the Chief Commissioner, as his Diwan to assist him in the administration of his Stite These arrangements were sane tioned by the Government of India, and an officer of the position of a Tabsildar has been appointed by the Raja as his Diwan, and administers the State under the supervision of the Political Agent

The area of Rairakhol is estimated at about 833 square miles, and its population in 1891 was 20,33. Its gross revenue in 1890-91 was estimated at Rs 14,339. The tribute paid is Rs 800

(14) SONPUR

This family is an off-shoot from the former ruling house of Sambalpur State is populous and the best cultivated of the Sambalpur States. The late Chief, Niladhar Singh Deo, who was born in 1839 and succeeded in 1840, received the personal title of Bahadar for services to the British Government. Constant and well founded complaints being made by the land holding classes, of harsh and nrintrary eviction from their hereditary lands and villages, and there being im proper tribunals or adequate arrangements for the transaction of State nifairs, tho Rnja was advised to appoint a completed officer of Government is his Diwan. An officer of the rank of a Tahishdar was necordingly appointed as Diwan, to assist the Raja in the administration of his State unfer the supervision of the Political Agent. Raja Niladhar Singh died on the 11th September 1891, and was succeeded by his closest son, Fratap Rudra Singh Deo, who is now (1892) 35 years of age.

The Chief received an adoption Sanad in 1865 (No CNLIV), at da Sanad (No CNLIV) dining his status as a Feudatory Chief was granted to him subsequently.

The area of Sonpur is estimated at about 906 square miles, and its population in 1591 was 195,245. The gross revenue in 1890-91 amounted to Rs. 76,346. The tribute road is Rs. 9,000

(15) PATNA

Hira Vajra Deo, Maharaja of Patna, died in August 1º66, and was succeeded by Sur Pratap Deo In 1º69 the treanny of the Chief and of his brother, Lal Bishnath Singh, caused a rising among the Khands of Patna They were speeduly reduced, but not until Lal Bishnath Singh and his followers had committed many attrecties in cold blood. For the e-crimes Lal Bishnath Singh was removed from Patna and an enquiry into the causes of the outbreak led to the deposition of the Chief and the assumption of the management of the State by the British Government. This occurred in 1871

Maharaja Sur Pratap Deo, who was a Chanhan Rajput and the twenty sixth representative of the family, died in 1878, leaving no male issue. He was succeeded by his nephew, Ramchandra Singh, horn in 1872, the son of Lal Bishnath Singh. The State still (1892) remains under the management of the British Government, the administration is carried on by a Native officer as Superintendent, under the control of the Political Agent. The Chief has been educated at the Rajkinmar College at Jabalpar.

The Chief received an adoption Sanad in 1865 (No CALIV) No sanad in Form CXLVI has yet been delivered to the Chief (vide supra)

The area of Putra is estimated at 2,399 square miles, and its population in 1891 was 332,197. The gross revenue in 1890 91 was estimated to be Rs 91,232. The State now pays a tribute of Rs 8,500.

IV —THE NON-FEUDATORY ZAMINDARIS.

The Wainganga zamindaris (43 in number) form portions of the Bhardaria and Balaghat districts. The zamindars are now (1892) nothing more than large laudowners, holding their estates on favourable terms in consideration of the dignity enjoyed and services rendered by their families in former years. They have long been relieved of all police duties, and no longer exercise any function of Government whatever. None of the Zamindaris are Sel eduled districts (Act XIV of 1874).

The Chanda zamindars (20 in number) retain more of their ancient character than the zamindars of Bhandars and Balaghat, and hold their estates under special Patent (No CLIII) They are all Scheduled districts

The Chiattisgarh zamindaris (47 in number) form portions of the Rin ur, Bilaspur and Sambalpurtt districts §§ The majority of them are Scheduled districts

¹¹ Aote - Of the Sambalper tam nlars two only-tr Phuljbar and Borssambar-were meet oned in Sr R Temple s Report of 1863

⁵⁵ The quest on of assung revised Samads on the model of the Patent hell by the Chands asm hare to the lia pur and Bilarpur sam under sawell as to those of Sambalpur is now (185) under cond derivation.

The Jagridars of Chindwara and Hoshangabad (12 in number) hold their estates under Sanads (No CLIV) issued to them in 1880. All these estates are Scheduled distincts

The total area of these Zamindaris is 20,932 squire miles and the population (1881) 1,339,549.

No. CXXXI.

TREATY with the Rajan of Beran in 1781.

Whereas a friendship is firmly established hetwirt Minharajah Madajee Boosla and the English, the following Articles are accordingly settled by Syna Bahadur through Rajah Ram Pundit —

1st —The Rajah Syna Bahadur shall send 2,000 good and effective horse along with Colonel Ferire to assist the English in the war against Hader Naig, that the Officer commanding them shall act under the order of the said Colonel, or the Officer who shall command the Bengal troops in the Carnatic, and that they shall receive from the Officer who shall command the Bengal troops in the Carnatic an allowance for their support at the ra'e which hath been settled in a separate paper by the Governor-General and Council end Rajah Ram Pundit, month by month, in the same proportion is the Linghish troops shall receive their pay

2nd — That the ermy of Rajah Syna Babadur will immediately leave
of the Mundelah, let the Gova regard to the friendship
w id the English, give orders
that an English Officer with a hody of the troops, now stationed in Hindostap,
may march from that quarter to assist the Rajeh in the above mentioned
expedition, and having reduced Gurrah Mundelah, establish immediately the
Rajah's garajons there

3rd—Thet in order that the friendship betwit the family of Muharajah Madaye Boosla and the English may daily be strengthened and augmented, let the Governor General and Council for the present send a trasty person to Nagpore, and hereafter the Dewan Deogur Pandit will come from that place and have an interview with the Governor-General when, with their motival advice and approbation, the desires and demands of both parties will be adjusted and settled

4th —That if it should happen from particular circumstances that an interest betweet Deogur Pundit and the Governor General cannot take place, in that case the desires and demands of both parties may be settled at Nagrore by the intervention of a trusty person, and the honds of friendship shall be so firmly established betwirt the family of Bhosiah and the English that no infraction or injury can ever by any means happen to them

Account of the monthly expense of the Troops to be sent along with Colonel
Pearse

Two thousand sowers or horse, at Rupees 50,000 per mooth for each 1,000, making altogether I lakh of Rupees per month

Dated 8th Rubbee-ul-Sans, in the 22nd year of the Reign

The said allowance shall commence from the time of the troops leaving Cuttack, and when they shall have finished the service, and having received

their dismissal from the Commender of the Pool of traces the chall not on to their own country, their pay munzils or day's journeys which son to the city of Cuttack.

No. CXXXII.

TREATY Of PEAGE between the Honorable English East India Company and their Allies on the one part, and Senah Saheb Sourah Raghojee Broosla on the other, settled by Major-General Wellesley on the part of the Honorable Company and their Allies, and by Jeswust Rao Ramchunder on the part of Senah Saheb Sourah Raghojee Broosla; who have each communicated to the other their full powers —1503.

ARTICLE I

There shall be perpetual peace and friendship between the Honorable Company and their Allies on the one part, and the Senah Saheb Souhah Righojee Bhoosla on the other

Apricip 9

and ... i Honorable Company

ARTICLE S

He likewise cedes to the Honorable Company and their Allies, in perpetinal sovereignty, all the territories of which he has collected the revenues in participation with the Soubah of the Deccan, and those of which he may have possession which are to the westward of the River Wurdah

ARTICIZ 4

It is agreed that the frontier of Senah Saheb Soulah towards the territories of His Highness the Soulah of the Decean shall be formed to the west by the River Wurdah from its issue from the Injardy Hills to its junction with the Godarety.

The hills on which are the Forts of Nernallah and Gouelghur are to be in the presession of Senah Saheh Soulah, and everything south of those hills and to the west of the River Wordah, is to belong to the British Government and their Allies.

ARTICLE 5.

Districts amounting to the south of the Forts to Senah Sabeb Soubah Sabeb Soubah Sabeb Soubah Sabeb Soubah at the same time with the forts.

ARTICLE 6

Senali Saheb Soubah, for himself, his heirs and successors, entirely renounces all claims of every description on the territories of the British Government and their Allies, eeded by the 2nd, 3rd, and 4th Articles, and on all the territories of His Highness the Soubah of the Deccan

ARTICLE 7.

The Honorable Company engage that they will mediate and arhitrate, according to the principles of justice, may disputes or differences that may now exist or may hereafter arise between the Honorable Company's Alles, Secunder Jah Bahadur, his heirs and successors, and Rao Pundit Purdhau, his heirs and successors are respectively, and Senhb Sabeb Soubal.

ARTICLE 8.

Senah Saheb Soubah engages never to take or retain in his service any Frenchmen, or the subject of any other Enropean or American Power, the Government of which may be at war with the British Government, or any British subject, whether European or Indian, without the consent of the British Government. The Honorable Company engage on their part, that they will not give and or counterance to any discontented relations, Rajahs, Zemindars, or other subjects of Senah Sabeb Sonbah who may fly from or rebel against his authority.

ARTICLE 9

In order to secure and improve the relations of amity and peace hereby established between the Governments, it is agreed that accredited Ministers from each shall reside at the court of the other

ARTICLE 10

Certain Treaties have been made by the British Government with feudatories of Senah Saheb Soubah. These Treaties* are to be confirmed

[•] Vide Treat is with Cuttack Tributary Vicbels Vol I The Rajah mainfested the utmost reluctance to ratify this clause, and it was only under the threat of renewed hostilities that he constitute to gain the lists.

Lists of the persons with whom such Treaties have been made will be given to Senah Saheh Soubah, when this Treaty will be ratified by His Excellency the Governor-General in Council

ARTICLS 11

Senah Saheh Soubah hereby renounces for himself, his beirs, and successors, all adherence to the confederacy formed by him and Dowlut Rao Scindia and other Mahratta Chiefs, to attack the Honorable Company and their Allies He engages not to assist those Chiefs if the war with them should still continue.

ARTICLE 12

This Treaty of Peace is to be ratified by Senah Saheb Sonbala within eight days from this time, and the ratification is to be delivered to Major-General Wellesler, at which time the orders for the cession of the ceded territories are to be delivered, and the troops are to withdraw Major-General Wellesler engages that the Treaty shall be ratified by His Excellency the Most Noble the Governor General in Council, and that the ratification shall be delivered in two months from this date

Done in Camp at Deogaum, this 17th Pecember 1803, auswering to the 2nd Ramsan 1213 Fezali.

Ratified by the Governor General and Council on the 9th January 1804

No CXXXIII

Translation of an Engagement for the resistution of the Profinces of Sumpulsoile and Patha by the British Golfield Ment to Rajan Raginojer Brigosian Saina Sairen Sooran Bahadoor, dated 24th August 1806, corresponding with the 0th of Jemmaudes-Oessannee, 1221 Hijke

Adverting to the relations of harmony and friendship subsulting between Bittish tovernment and Maharajah Ragho yee Bhooslah, the Honorable Sir George Hilaro Barlow, Birmet, Covernor-General, agrees to restore to Maharajah Raghoojee Bhooslah all the territery of Sombilpore and Patea which was coded by the Maharajah to the Hinorable Fugish Company, with the exception of the territory of Rajah Joojar Sing, according to the following Schedule. The Bittish Government Lereby resources all future

claim whatsoerer to the undermentioned Pergunnals, and the Matanah chall posses the same degree of sovereignit over them as he possess over the rest of his dominions.

SCHEDULE

NAMES OF PERCENNES OF STREETSPER

Sumbulpore	,	Burgurh	1	Benvia.
Sonepore.		Suktee	'	Bonee
Saurengurh	4	Serakole		Kantikpere

VALES OF PREGUNABLE OF PATTA

Patna.	Navagorh	i	Tonageer
Ahanes Patna.	Ghureeland.	Ì	Borasambre

The territory of Rajah Joojar Sing shall continue to be incorporated with the British dominions. The Maharaph on his part hereby renounce all fature claim to the territory of Rajah Joojar Sing, and further engages are to make any pecuniary demand on that territory or to exercite any authority over it. If at any time, Rajah Joojar Sing, with a view to existe dettarbance, shall either attact.

any collo non wing any collo non wing and collows with the Governor-General in Council, who will duly enquire into the Honorable the Governor-General in Council, who will duly enquire into the circumstances of the case, and if such acts should be proved against Rajah Joogar Sing, his country shall be equarited from the British dominon, and the Maharajah shall be at liberty, with the consent of the British Government, to march his troops against the call Rajah Joyar Sing. The Governor-General will not in any manner enrourage or afford him protection. On the other hand, the Valuarajah and his officer, shall not, without the consent of the British Government, make war in any manner upon Rajah Joyar Sing or offer any molestation to him. If, however, Rajah Joogar Sing shall be found guilty of any outrages, in that case Roycurb shall be spartted from the Company's dominions, and nunexed to those of the Maharajah, in the rame manner as Sumhilpers and Patin.

It is hereby agreed that a copy of this Treaty, ratified by the Governor General in Council, shall be transmitted from Fort William in the space of two mouths and eleven dars from the state

Ratified Iv the Governor General in Council on the 21 d October 1506

No. CXXXIV.

TREATY OF PERPETUAL DEFENSIVE ALLIANCE between the HONORABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS MAHARAJAH PURSOJEE BHOOSLAH, his heirs and successors, settled with RAJAH MOODHAJEE BHOOSLAH, exercising with plenary powers all the functions of Government, on behalf of the said Maharajah, by Richard Jenkins, Esq., Resident at the Court of His Highness, by virtuo of the powers delegated to him by the RIGHT HONORABLE FRANCIS, EARL Of MOIRA, K.G., one of HIS BRITANNIC MAJESTY'S MOST HONORABLE PRIVY COUNCIL, GOVERNOR-GENERAL IN COUNCIL, appointed by the HONORABLE the COURT of DIRECTORS of the Said HONORABLE COMPANY to direct and control all their affairs in the Tast Indust—1816.

Whereas, by the blessing of God, the relations of peaco and friendship law uninterruptedly sub-sited for a length of time between the Honorablo I agish East India Company and the State of Nagpree, the power aforeard, adverting to the complexion of the times, have determined, with a new to the preservation of peace and triangulity, and to the security of their rights and territories, and those of their allies and dependents, to enterinto the defensive alliance on the terms specified in the underwritten Articles

ARTICLE 1.

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty, and shall be perpetual. The friends and enemies of either shall be the friends and earners of both, and the contracting parties agree, that all the former Treaties and Agreements between the two States now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

If any Power or State whatever shall commit any act of unprovoked hostility or aggression against Misharaph Pors yes Bhooslah, and, after due representation, shall refuse to enter into amicable explaination, or shall dear the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand. For the more distinct explanation of the true intent and effect of this Agreement, the

Governor-General in Council, in behalf of the Honorable Company, hereby declares that the British Government will never permit any Power or State whatever, in which description is included the tribe of Pindarries, to commit with impunity any act of improvoked hostility or aggression against the rights and territories of Maharajah Porsojee Bhooslah, but will at all times maintain and defend the cance in the same manner as the rights and territories of the Honorable Company are now maintained and defended

ARTICLE 3

In conformity to the spirit of complete alliance and indemnity of interests, established by the provisions of the preceding Articles, and in return
for the obligation which the British Government has thereby imposed upon
itself, to protect and defend the State of Nagpore against all enemes, the
Maharajah agrees not only to employ the utmost effort of his military power
and resources, in conjunction with those of the British Government, for the
Jurpose of assisting to repel acts of hostility or aggression directed against
the State of Nagpore, but also to consider the forces and resources of his
Government to be applicable to the utmost practicable extent on occasions on
which the British Government may be engaged in operations for the defence
of the territories of its allies, Their Highnesses the Nawab Sakunder Jah,
Soobahdar of the Deccan, and the Peishwa Rao Pandit Purdhan, as well as
generally to nid the British Government as far is his power and recources will
admit, to any contest in which the British Government may at any time be
engaged for the defence of its own rights and those of its allies

ARTICLE 4

With a view to fulfil this Treaty of defensive alliance, Maharajah Pursojee Bhoosi in agrees to receive, and the Honorable Last India Company to furnish, a permanent subsidiary force of British troops, consisting of not less than one regiment of Native cavilry, are battalions of Native infantry, one complete company of European artillery, and one company of pioneers with the usual proportion of field pieces attached, and with the proper equipment of warlike stores and ammunition, which force shall be accordingly stationed in perpetuity in the M-harajah's territories. It is moreover agreed that, with the reserve of two battalions of sepoys which are to remain near His Highness' person, the residue of the force shall be posted in such a situation near the south hank of the Nethnidda as may be chosen by the British Government and with liberty to move in any direction decessary through his Highness' territories, as well as to have the privilege of changing its position in case it shall be so determined a previously consulted in the latter

deemed adverable by the Britab ' two battalions of sepos which it is above provided are to remain near His Highness' person, should join the force stationed near the Nerhadda, the said Maharajah will make no objection, but the force near His Highness' person shall never consist of less than one battalion.

ARTICLE 5

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following are t	the:	nstalı	ments	-		Rs
1st December	:	:	:	:	•	3,75,000 3,75,000
ter a rine	•	•	•	٠.	Lupces	7,50,000

ARTICLE 6

The contracting parties will hereafter take into consideration the expediency of commuting the pecuniary payment settled by the 5th Article for a cession of territory on the part of Maharajah Pursojee Bhoodah, and whatever arrangement may be thus determined upon, by mutual consent, shall be ndonted In the event likewise of any failure or delay ever occurring in the punctual discharge of the sum in question, necording to the instalments nbove specified, the British Government shall be entitled to require, and His [] -L- 4-11- (L-1) | 1 | --- 1 | 1 | --- 1

no night to demand a cession of territory, as long as the pecuniary payments are nunctually discharged

ARTICLE 7

Whenever it may be found expedient for any temporary purpose to employ within the Maharajah's territors any troops belonging to the Honorable Company, exceeding the amount of the sub-idiary force as fixed by the 4th Article, no objection shall be made on the part of the Maharajah, and the British Onernment on its part engages that the Maharajah shall not be charged with any additional expense on account of such extra troops,

ARTICLE S

The Maharajah grants full permission for the purchase of supplies of every description for the use of the subsidiary force in all parts of His Highness territory. Grain and all other articles of consumption, and provisions, and all sorts of materials for wearing appurel, together with the necessity number of cattle, horses, and camels, required for the use of the sule dary force, shall be entirely exempted from duties, and the Commanding Officer and Officers of the said subsidiary force shall be treated in all respects in a manner suitable to the dignity and greatness of hoth States The subsidiary force will at all times he ready to execute services of importance, such as the protection of the person of the Maharijah his heirs and successors the overawing and charitsement of rebels, or exciters of disturbance in His Highness' dominions, and due correction of 1 is subjects or dependents, who may withhold payment of the Sirkai's just claims, but it is not to be employed on trilling occasions, nor like Sebundy to be stationed in the country to collect the revenues, nor in levying contributions in the manner of Moolukgeeree

ARTICLE 9

Insemuch as by the present Treaty the British Government engages to maintain and defend the nights and territories of Maharajah Pursojee Bhooslah in the same mainer as the nights and territories of the Honorable Company are niw maintain el and defended, and as the object of the present alliance is purely and exclusively of a defensive nature, the Maharajah consequence of the present alliance is purely and exclusively of a defensive nature, the Maharajah consequence of the present against the support of the support of the

Pershwa or any of the Honorable Com

t any other Power or State whatever, and in the event of differences arising whatever adjustment the Company s Government, weigh ng matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence

ARTICLE 10

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, the Maharajah engages neither to commence nor to pursue in future say negotiations with any other State whatever, without giving previous notice to, as dentering into mutual consultation with, the Company's Government, and the British Government on its part hereby declares, that it has un manner of concern with any of the Vaharajah's children, relations, dependents, subjects, or servants, with respect to whom the Maharajah's absolute

ARTICLE 11

Whereas it is numbent on the Maharajah to be prepared to unite with the British Government to the utmost extent of his power and resources in the protection and defence of his rights and territories against all external and internal enemies, and whereas by the 3rd Article of this Treat and Maharajah engages not only to fulfil that obligation, but also to assist the British Government as far as may be practicable on occasions on which that Government may be compelled to exert its power in the defence of its own rights and those of its allies, the Mabritjah engages with a view to fallif these obligations, to monitain, at all times, in a state of efficiency, and fit for active service, a force consisting of not less than three thousand cavalry, and two thousand infantry, with the necessary equipments of guns and warlike stores, which force shall be employed on occasions of actual service in the manner that may be pointed out by the Officer Commanding the British substitution.

whole of his forces

the Maharajah being required to act in conjunction with a British force hevond the limits of His Highness's territories, the former shall he employed under the orders and directions of the Commanding Officer of the latter It is moreover, declared that, in addition to the force of cavalry and infantry which the Maharajah is bound by this Article perpetually to maintain, His Highness will keep up as large a number resources of his Government may eary occasions, he will be ready t

ARTICLE 12.

Maharajah Pursojee Bhooslah agrees to attend and conform to whatever advice and recommendation may from time to time be offered by the British Resident at IIIs Highness's Court on all points connected with the due support and equipment of the force, consisting of three thousand cavalry and two thousand infantry, which, by the 11th Article, the Maharajah engages permanently to maintain, which advice and recommendation will extend to the regularity and sufficiency of the pay and good quality of the accontrements, horses, arms, etc., of the troops composing the said force, and to the general discipline of the whole. His Highness further agrees to afford without excuso or hesitation to the Resident any evidence that he may at any time require of the actual existence of the force in question in a state of efficiency for active service, and whenever the Resident may require it, His Highness will permit the said force to be mustered, inspected, and reviewed personally either by the Resident or by the Officer Commanding the subsidiary force.

ARTICLE 13

Inasmuch are so closely c

it is agreed t

necessary for the general defence of the Deccan, or for the suppression of disorders, the British subsidiary force serving with the Maharajah shall be permitted, at the direction of the British Government, to he employed in the Province of Berar, in co operation with the subsidiary force of Hyderahad, and also in other territories adjacent to the Maharajah's dominions, provided, however, that by such temporary employment of the force stationed with the Maharajah, His Highness's territories shall not be exposed to serious danger, and that the force stationed near His Highness's person shall never be less than one battalion of sepoys

ARTICLE 14.

The British Government agrees not to give aid or countenance to any discontented subjects or dependents of the Maharajab, or any members of His Highness's family, or relations or servants of His Highness, who, in like manner, engages to refuse protection to any persons who may be in a state of rebellion against the British Government or its allies, or to any fugitives from their respective territories

ARTICLE 15.

This Treaty, consisting of fifteen Articles, being this day settled by Richard Jenkins, Esquire, with Rajah Moodhojee Bhooslah, on the part of Maharajah Pursojee Bhooslah, Mr. Jenkins has delivered one copy thereof in English, Maharatta, and Persian, signed and sealed by himself to the said Rajah Moodhojee Bhooslah, who on his part has also delivered one copy of the same duly executed with the same duly executed.

authority ... General ir :

date hereof, and engages to procure and deliver to His Highness in the space of forty days a ratified copy of the same noder the seal of the Honourable Company, and the signature of the Right Honourable the Governor General Conneil, on the delivery of which the Treaty executed by Mr Jenkius shall be returned But the subsidiary force specified in the 4th Article shall be immediately furnished by the Honorable Company, and all the other Articles of this Treaty shall be in full force from this time

Two Hundred and Thirty-one.

Ratified by His Excellence the Right Honorable the Governor-General in Conneil, at Fort William in Bengal, this 15th day of June 1516

(Sd.) J. ADIM. Secretary to Government.

No. CXXXV.

PROVISIONAL AGREEMENT concluded between the HONDRABLE COMPANY and MAHARAJAH MODDHAJEE BHONSKA, by ME. JENKINS on the part of the HONDRABLE COMPANY, and NAGO PUNDIT and NARRAIN PUNDIT on the part of His Highness—1818.

ARTICLE 1.

The Rajah retains his Musind until the pleasure of the Governor-General is known on the following conditions.

ARTICLE 2.

The Rajah consents to cede his territories north of the Nerbuddah, as well as all those on the southern bank, also Gawilegorh and his territories in Berar and Sirgoojah and Jushpore, so hen of the former subsidy and contingent.

ARTICLE 3

The affairs of the Government, Civil and Military, shall be settled and conducted by Ministers in the confidence of the British Government necording to the advice of the Resident, and His Highness with his family will reside in his palace in the city of Nagpore under the protection of the British troops

ARTICLE 4.

The subsidy shall be paid up and shall continue to be paid until a final settlement.

ARTICLE 5.

Any forts in His Highness' territory which the British Government may wish to occupy shall immediately be given up to the British troops

ARTICLE 6

The principal persons concerned in resisting His Highness' orders on the 16th of December and since shall receive no favour, but be punished, and, if possible, be seized and delivered up to the British Government

ASTICLE 7

The two hills of Sectabaldee with the bazaars and land adjoining, to a datance to be hereafter specified, shall be henceforth included in the British boundary, and such Military works erected as may be deemed necessary

Done at Nagpore this 6th day of January 1818 AD, corresponding to the 29th of Suffer 1233 AH.

(A true copy)

(Sd) R JENKINS,

Resident

No CXXXVI.

TREATY OF PERFETUAL FRIENDSHIP and ALLIANCE between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS MAMARAJAH RAOROJEE BHOOSLAH, his heirs and successors, settled by Richard Jenkins, Esquire, Resident at the Court of His Highness, by virtuo of the powers delegated to him by the Right Honorable William Pitt Lord Amherst, one of His Britannic Majesty's Most Honorable Privy Council, Governor-General in Council, appointed by the Honorable Company to direct and control all their affairs in the East Indies—1826.

Whereas a Treaty of perpetual defensive alliance, consisting of fifteen

- the Honorable Fast India Com-Artic' the 27th May 1816, corresponding pany of the Huri 1231, and whereas with during the subsistence of that Treaty in full force, in violation of public faith and of the laws of nations, ao attack was made hy Rajah Moodhajee Bhooslah on the British Resident and the troops of his ally stationed at Nagpore for the said Rajah's protection, thereby dissolving the said Treaty, acoulling the relations of peace and amity between the two States, placing the State of Nagpore at the mercy of the British Government, and the Maharajah's Musnud at its disposal, and whereas the British Government, still recollecting the former close alliance, coosented to restore the relations of amity and friendship and to replace His Highness on the Musnud, and whereas in utter forgetfulness of this lenity, and in disregard of every principle of faith and honor Appali Salieh entered into fresh concert with the enemies of the British Government, that Government was consequently compelled to remove him from. the Musnud, and Maharajah Raghojee Bhooslah having succeeded to the same by the favour of the said Government, the following Treaty is concluded hetween the States -

ARTICLE 1

All Articles of the Treaty concluded at Nagpore, on the 27th of May 1816 which are not contrary to the tenor of the present engagement, are hereby confirmed

ARTICLE 2

Although the Rajah assumes, with the permission of the British Government, the title and ensigns of Sena Saheb Soohah, which have been held by former Rajahs of Nagowe, he berehy renounces for ever for himself and successors all dependence upon or connection with the Rajah of Sattarah or other Maharatta powers, and agrees to relimquish all ceremonies and observances whatever referring to the dignity of Sena Saheb Soohah

ARTICLE 3

By the 10th Article of the Treaty of Nagpore it is agreed that the Maharajah is neither to commence nor to pursue any negociation with any other State whatever, without giving previous notice to and soleting into mutual consultation with the Company's Government. To order to the more effectual fulfilment of this Article, Maharajah Raghojee Bhooslah hereby agrees neither to maiotain vakeels or other agents at the Courts of any Foreign State whatever nor to permit the residence of vakeels or other agents from any such State at his Court, and His Highness further engages to hold no communication with any power whatever, except through the Resident or other Minister of the Honorable Company's Government residing at His Highness' Court

ARTICLE 4

By the 4th Article of the Triaty of Nagpore, it was agreed that, with the reserve of two battalions of sepoys which were to remain near the Rijah's

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person, the residue of the subsidiary force which the British Government thereby agreed to furnish should be posted in such a situation near the south bank of the Nerhudda as might be chosen by the British Government By the present Article it is agreed that the British Government shill be at linerty in future to station its troops in any part of the Rajab's territories, as it may deem necessary for their protection and the maintenance of trangulity, and also to decide upon the number of troops to be so maintained, whether greater or smaller than the amount of the subsidiary force before fixed

ARTICLE 5

The late Rajah Moodhajee Bhooslah, commonly called Appa Sahh, agreed to cedo to the Honorable Company certain territories for the payment of the expenses of the permanent military force maintained by the British Government in His Highness' territories, and in heid of the subsidy of 7,50,000 Rapecs formerly paid by the said Rajah and of the contingent he was hound to maintain by the former Treaty. These territories, as detailed in the Schedule annexed to this Treaty, shall remain for ever under the dominion of the Honorable Company. His Highness Minharaja Raghojee Bhooslah hereby expressly renounces all claims and prefenances of whitever description on the territories aforesaid, and all connection with the Chiefs and Zemindars or other inhabitants of them. The British Government on its pirt hereby guaranties it he rest of the dominions of the Nagpore State to Minharaja Raghojee Bhooslah, his heirs and successors.

ARTICLE 6

As it may be found that some of the territories ceded to the British Government in the foregoing Article would, from their situation, be more conveniently attached to the territories of the Nagpore State, His Highness agrees that such exchanges of talooks and lands shall be made hereafter on terms of a fur valuation of their respective revenues as may be neces any for the convenience of both parties, and it is agreed and covenanted that the territories to be assigned and coded to the Honorable Company by the State of the Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management of the said Company and their officers

ARTICLE 7

The British Government undertool, during the Rajab's muority, the settlement and management of the whole of the country reserved to His Highness, and the general direction of his affairs in His Highness' name, according to Hindu law and asage, being now expired, the powers of Government and the administration of his dominions under the several conditions and exceptions bereinsfter specified are declared to be vested in the Rajab

ARTICLE 8.

For the more complete and effectual fulfilment of this intention and object of the Ilth Article of the Treaty of 27th May 1816, the military force of the Stite of Nagpore, with the exception of a small body of infantry and horse, which may be maintained with the sanction of the British Government for the Rajah's personal retuine, and the requisite Selbundies for the Police and collection of revenue (to be subject to the same sanction with regard to their numbers, description, and employment) shall always remain under the authority of the British Government, and at its disposal, for His Higginess' benefit, and sufficient funds shall be permanently appropriated for its regular payment from His Highness' tendences.

ARTICLE 9.

The districts of Deo, hur above the Ghants, Chandali, Louphee, and indistricts, per annum, pern Superintendents acting for the Rajah, but subject to the orders of the British Rays.

intendents acting for the Rajah, but subject to the orders of the British Kevident, to provide funds for the payment of the military establishments reterred to in the preceding Article, and for the envil expenses of the said districts. A true and faithful account of the revenue and the produce of the said districts, and of the military and civil disbursements, shall be rendered to His Highmess, and any surplus remaining after payment of the above charges shall be paid into His Highmess' treasury.

The rest of His Highness' territories, including the city of Nagpers, shall be replaced under the direct administration of His Highness and his Ministers, the British superintendence being gradually withdrawn, and it is hereby further declared, that whenever the state of the district, retained under British superintendence under this Article, and the success of His Highness' management in the country now transferred to him, shall appear to the British Government to justify such a measure, the districts excepted in this Article shall also be restored to the direct management of the Rayly. His Highness appropriating sufficient funds from his resources for the payment of the military force, and the British Government remaining the medium of conducting all affairs with the tributary Chiefs and Zemindars of the country.

ARTICLE 10.

In the management of the country transferred to the Rajah's immediate anotherly by the preceding Article, and in that of the excepted districts when restored to His Highness's control, Rajah Raghoge Bhooslah hereby promise to pay at all times the utmost attention to such advice as the British Government shall judge it necessively to offer him with a view to the commy of his finances, the letter collection of his revenie, the administration of justice and polec, the extension of commerce, the encouragement of trade, agriculture and industry, or any other objects connected with the advancement of

lizhness.

Highness's interests, the happiness of bis people, and the mutual welfare of h States, and always to conduct the affairs of his Government by the hands Vinisters in the confidence of the British Gavernment, and responsible to is well as to His Highness in the exercise of their duties in every branch of administration.

He have the following to let up temptations and ordinances brough its representative at up, and integrity in every sents and settlements which

we been or may be concluded with the putels and ryots or others in his me through the intervention of British Agents shall be faithfully mained and acted upon. The evril establishments of the Government, the pointment of persons to fill them, and the expenditure on account of those lablishments, as well as of His Highness' Court and household, shall be d and continued according to the advice of the British Government, and e Resident shall be at all times at liberty to inspect and investigate the counts of the receipts and disbursements of the Government in every anch, as well as to have access to the treasury, in order to be assured of the

ARTICLE 11.

If it shall be necessary for the protection and defence of the territories of it contracting printies, ar either of them, that hostilities shall be undertaken preparations made for common the properties of the properties of the provided expense incurred by invoidable chirges of the vioverament, on an attentive contracting the properties of the properti

ARTICLE 12

And whereas the interests and reputation of the contracting parties renire that the prosperity of His Highness' dominions should be increased and empetuated by the aperations of this Treaty, and it is indispensable that feetual and lasting security should be provided for the welfare and bappiness f the people and against any failure in the funds destined to defray the xpenses of His Highness' permanent military establishment in the time of eace, as well as to secure an eventual surplus far the purpose mentioned in he 11th Article, it is hereby stipulated and agreed between the contracting arties that if, from the mismanagement of His Highness' Officers, and from he neglect of the advice and suggestions af the British Government, on the art of His Highness, the British Gavernment shall have reason to apprehend t any future period, a failure in the funds so destined, or a deterioration. nstead of the expected improvement in His Highness' resources, and in the ondition of the people, the British Gavernment shall he at liberty and shall lave full power and right to assume and bring under the direct management of the servants of the British Government such part ar parts of the territorial possessions of His Highness as shall appear to the said Government necessary to render the funds efficient and available either in time of peace or war, or the whole, should the welfare of the constry require it

ARTICLE 13

It is hereby further agreed that, whenever the British Government shall signify to the said Maharajah Raghojee Bhooslah, that it is become necessary to carry into effect the provision of the 12th Article, His said Highness shill immediately issue orders to his amils or other officers for placing the territories required under the exclusive anthority and control of the said Government, and in case His Highness shall not issue such orders within ten dais from the time when the application shall have been formally made to him, then the British Government shall he at liherty to issue orders by its own anthority for assi

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territories shall to control of the said British Government, the said Government shall reader to His Highness a true and faithful account of the revenues and produce of the territories so assumed, provided also that in no case whatever shall His Highness' notual receipt of annual income arising out of his territorial revenue be less than the fifth part of the net revenues of the whole of his territories, which amount of one fifth of the said net revenues the British Government engages at all times to secure and cause to be paid for His Highness' use

ARTICLE 14

The hill of Sectabuldee and that adjacent to it, with the land and bazars adjoining, within a boundary line which will be settled shall be anexed to the British Residency, and the British Government shall be it fall liberty for leep up the necessary works for rendering them a good military postion, which have been or may be erected upon them or elsewhere within the boundary aforesaid

The Maharujah also engages at all times to furnish such pisture land as may be required for the use of the B itish forces at the most convenient places adjoining to the Cantonments of the different divisions of the said forces

ARTICLE 15

The Maharajah also agrees that the British Government shall be at all times at liberty to garrison and occupy such fortresses and strong places with in his dominions, as it shall appear to them advantable to take charge of, and that all officers and all troops, whether individually or collectively belonging to the Honorable Company, shall have free nigrees to and egrees from all III Highness' forts and places of strength when necessary for their easiety

ARTICLE 16

Whenever calle to collect as many

be practicable in co the armies of both States in any contest in which they may be engaged

ARTICLE 17.

This Treaty, consisting	• .	* * * . *	1	1 111
at Nagpore, on the first da	- 1			-
with Jumadee 1st, in the je.	;		,	٠.
with Maharajah Raghojee	,	•,		
Maharajah a copy of the sam	e in Engli	sh, Persian,	and Mahratte	, sealed and
signed by himself, and His	Highness	has delivere	ed to Mr Jenl	ins another
copy also in Engl al Pers an	~ 1 36-1		- II II -'	
signature, and N			-	
ness without del	-			: ·
William Pitt Lo				

which by His said Highness the present Treaty shall be deemed complete and binding on the Honorable East India Company and on His Highness, and the copy now delivered to His said Highness shall be returned.

> Governor General s Seal

(Sd) Amherst.

Ratified by the Right Honorable the Governor-General in Camp, at Shajehanpore, this thirteenth day of December, one thousand eight hundred and twenty six A D.

(Sd) A STIRLING,

Secretary to the Government, In attendance on the Governor-General.

SCHEDULE

OF CESSIONS TO THE BETTISH GOVERNMENT

1st -Mundella, encluding

1 Fort of Mundilla,	- 1	2	Bargee			
•	2nd —Jabbnlp	oze, znel	uding			
1 Hanelee Gutha.		7	Punnagurh			
2 Subora		8	Majholee			
3 Sandpoor		9	Kemoree			
4 Khombee		10.	Bareily			
5 Bhunee Ban		31	Bulhary			
6. Ghosalpoor, mela	dug-	12	Tergurh			
1 Sircles	3 Turwa	13	Ausungee, etc			
2 hoor	4 Glusaltour	Į				

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Zemindary Talooks.

- 1. Mulumpoor.
- 2. Peepreea.
- 3. Mangurb. 4. Narayunpoor.

- 5. Nawaz.
- 6. Wureea. 7. Einghoree Chaya.
- 8. Bundra. 9. Suhupoora.

3rd .- Sewnee, including

- 1. Sewnee.
- 2. Doongurata.
- 3. Ann Ushta. 4. Denashee.
- 5. Dungurthat.
- 6. Kurola.

- 7. Rutungee. 8. Ghinsoor.
- 9. Gondee.
- 10. Oogullee. 11. Chindee.
- 12. Chopara and two Khasgee Villages.

4th .- Chowragurh, including 2. Shapoor.

1. The Fort of Chowragurh. 3. The Kuzba of Chougau.

5th .- Rewa, including

- 1. Bohargarb.
- 2. Bara.
- 3. Sakurgurra.
- 4. Bahnee.
- 5. Sewnee. 6. Rhambooneyumala.

- 7. Sipppoor Bara-
 - 8. Buchace.
- 9. Pilapusaen.
- 10. Hoosungabad. 11. Zomanes.
- 12. Sobagpoor.

4. Jamnee.

13. Chiklee Bara.

6th .- Baitool, including

- 1. Knuellee Khesla Baitool.
- 2. Juyntgurh Amla-3. Khundar Kirawuddee.
- - L Masod. 6. Sowhgurh.
- 7. Mhauderee.

7th .- Moollagee, including.

- 1. Moottayee.
- 2. Eaykhera.
- 3. Satner. 4. Patun.

- 5. Mundree. 6. Ashta.
 - 7. Metsalwaree. S. Pownee.
- 9. Ashner.

6th.-Sumbhulpoor, including.

•	37%	.1	Ç.,	hha	locor.

- 2. Chunderpoor.
- . 3 Ambonna.
 - 4. Kurral.
 - 5. Ghems.
 - 6. Hootal.
 - 7. Burpalee.
 - 8. Patkulda.
 - 9. Lukunpoor.
 - 10. Boordab.

- 11. Parbar Kills. 12. Phoonds.
- 13 Dame.
 - 14. Sanngah.
 - 15. Sappargurh.
- 16. Serrah.
 - 17. Coolabara.
 - 18. Rampoors. 19. Rajepoor.
 - 20. Pondumpoor.

Zemindaries.

- 1. Sumbulpoor.
- 2. Burgarb, including
 - Siugra,
 - Half of Botees, and
- Half of Saragong.
- 3. Suktee, juclading
- Half of Botees, and
 - Half of Saragong.

- 4. Saringurb, including Sureea.
 - Sproawsh.
 - Sobagpoor.
 - 5. Gunpoor.
 - 6. Boree.
- 7. Boomrs.
- S. Rerakole. 3. Econdocor

Patna and ets Dependencies.

- 1. Patna.
- 2. Assec Salda.
- 3 Jura Singha.
- 4. Butata.
- 5. Diakgurh.
- 6. Topal.
- 7. Teelgurh.
- 8. Gumleeadolah.

- 10. Sandakala,
- 9. Hulden. 11. Sarpahar.
 - 12. Bud Pubar.
 - 13. Boy Moords.
 - 14 Sabe Butha.
 - 15. Hat Knnd.
 - 16 Doombutta.

Patra Zemindaries.

- 1. Patna Proper.
- 2. Poolsher.
- 3. Boora Samer.
- . 4. Ramoon.

- 5. Autgaou.
 - 6. Lohar Singha. 7. Kheriar.
- 8. Nuwagurh
- 9. Dewlee.

9th -Schagpoor Blugdoker.

No CXXXVII

Revised Engagement between the Honorable Company and the Rajan of Nagrore—1829.

Whereas, in view to the promotion of the welfare, dignity, and independence of the Rajah of Nagpore, and to the mutual henefit and convenience of the Honorible Company and His Highness' Government, it has been deemed expedient to alter and modify certain Articles of the Treaty of 13th December 1826, the following provisions have accordingly been arranged and concluded, on the one part by Piancis B S Wilder, Leq. Resident at the Court of Nagpore, in the name and on hehalf of the Right Honorable Lord William Civendish Bentinck, Governor-General in Council, and on the other by Maharajah Raghojee Bhoosla, Rajah of Nagpore

ARTICLE 1.

Articles 8 and 9 of the existing Treaty are hereby resemded, and it is agreed that, in hen of the obligations contracted by those Articles, the Rajah of Nagpore shall pay to the British Government an annual subsidy of Sonat Rupees eight lakhs per annum, by quarterly instalments, if, on the 6th of September, 6th Une of each year, in consideration whereof the reserved districts will be given up to His Highness management, and his nrmy made over entirely to his own nuthority and disposal, the British Officers employed in the Nagpore service houng at the same time withdrawn. The transfer of territory is to take effect from the close of the present Nagpore Fussileo year, or 6th June 1830 Arrangements for gradually dishanding the anxiliary force as at present consultated, will be immediately put in trun, it being of course the duty of the Rajah to provide in their room, and from his own fonds, a national force adequate to the ordinary protection of his subjects and the performance of internal duties

ARTICLE 2

The Rajah agrees to respect and abide by the conditions of the Gunquenman Settlement, concluded with the potells, ryots, and others by the BritheAuthorities in ha name, during the period for which the several lesses were
contracted. His Highness also binds himself to maintain involate all Agreements and Engagements formed with the Gond and other Tributary Chiefs
and /emindars by British Officers under the sauction and authority of the
Resident

ARTICLE 3

Articles 10, 12, and 13 of the existing Treaty are herely cancelled, and the following modified provisions substituted in hea thereof — It shall be com-

petent to the British Government, through its local representative, to offer

ARTICLE 4

Article 11 of the existing Treaty is hereby declared subject to the folloning modification. In heu of the obligation it imposes, the Rajah agrees to
maintain at all times, in a state of efficiency, a body of not less than one
thousand of the best description of Irregular Horse, organised and disaphined
after the native fashion, commanded by his own Native Officers, and subject
to His Highness' exclusive authority. In the event of war, this force shall be
liable to serve with the British army in the field, receiving latin from the
Honorable Company in compensation of the citra expense of their maintenance,
whenever employed beyond the Nagpore frontier

ARTICLE 5

Article 15 of the existing Treaty is hereby abrogated

ARTICLE 6.

ARTICLE 7

This Engagement, consisting of seven Articles, being settled and concluded it Nagpore, on the 26th day of December 1829, corresponding with 29th Jumyllakher, in the jeur of the Hijeres 1235, by Francis B S. Wilder, Esquire, with Mahrijah Righojee Bhoorla, Vir. Wilder has delivered to the said Mahrijah a copy of the same in English, Persan and Mahrijah a copy of the same in English, Persan and Mahrijah a copy of the same in English, Persan and Mahrijah a copy of the same in English, Persan and Mahrijah a copy of the same in English, Persan and Mahrijah and Same and

and signed by himself, and His Highness has delivered to Mr. Wilder another copy, also in English. Person and Mahartta Larma High Highness had signature, and Mr.

signature, and Mr without delay, a cc William Cavendish Bentinck, Governor General, etc., etc., on the receipt of which by His Highness, the present Eagagement shall be deemed complete and binding on the Honorable East India Company and on His Highness,

Given on the 26th December 1829, corresponding with the 29th Jumadil akher, 1246 Hisree

and the copy now delivered to His said Highness shall be returned

(Sd) F B S WILDER,
Resident

W C Bentinck

DALHOUSIE W B BAYLEY

. C T METCALPE

Ratified by the Right Honorable the Governor General in Council at Fort William to Bengal, the Fifteenth day of January, One Thousand Eight Hundred and Thirty.

> (Sd) A Stirling, Secretary to Government

No CXXXVIII

SPECIMEN SUNNUD

To

KESHEN RAO, SON OF MADHO, SIRMUNDLOEE, SIRCANOONGOE, PERGUNNAH KUSRAWUD

Whereas you formerly held the office of Strmundloce, Streancongoe, as a perguinal officer, in the district of Nimar, and enjoyed certain allowances by may of ziraut, jigheer, and cish percentage on the public revenues, and whereas the services you rendered in that office will not in future be required

by the Government, and whereas it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status, therefore, the Governor-General in Conneil has been pleased to order that your arrant and papheer, as noted at foot hereof, continue in your possession in frechold enam, with the full power of intenation by gift, sale, adoption, or otherwise, subject to good behaviour and the annual payment into the Government treasury by half-yearly instalments of Rupees 246 as gut rent

In token whereof this Sunud is granted to you this day of 1865

No. CXXXIX.

SPECIMEN SUNNUD.

To

KESHEN RAO, SON OF MADHO, SIRMUNDLOEE, SIRCANOONGOE, PERGUNNAH KUSRAWUD

Whereas you have held the office of Sirmundlees, Sircancongos, as a pergunnah

way of zir

the Government, and whereas it has thus seemed fit to arrange for your proper maintenance in future in consideration of your previous services and present status, theiefore, the Governor General in Council has been pleased to order that, in addition to freehold enam, you receive from the public Treasury the sum of Rupees 4480 6 in half yearly instalments, in heu of the cash perquisites enjoyed by you, and that such pension be continued to your heirs, sons, brothers, and hrothers' sons, in hereditary succession, subject to good behaviour.

In token whereof this Summed is granted to you this day of 1865

No CXL

Specimen Engagements entered into by the Zemindars of Chattisgarh—1821

I, Ram Race, the Zemindar of Sonalhan, with its twelve dependent

villages in the Province of Chattisgarh, and subject to the Government of Nagpore, and my descendants, enter into the following Engagement -

- 1 I will obey the orders of the Sircar, and will be eogaged in no rebel hon or treachery against it
- 2 I will inform the Sirear of any integues to its prejudice which come to my knowledge
- 3 I will pay my tribute (tuckolee) regularly to Chattiegarh in two instalments annually to the Agent of the Sirear authorised to receive it, and according to the separate arrangements entered into with the Government
- 4 Customs (syer) belong to the Sircar, and I will levy none, and I will take the hazaar, which shall not be increased heyond the established usage, and for this I engage to pass traders eafely through my zemindary
- 5 I will offer no interruption to travellers or merchants passing through my zemiadary, but will in always assist and protect them. If they are robbed, I will be responsible, or either give up the thieves, the property, or its price
- 6 If any criminals or traitors seek refinge 10 my zemindary, I will immediately deliver them up to the Sircar
- 7 I will not punish any person with death without the previous sanct ton of the Sircar, and will impose only such fines as are sanctioned by p as tice, are just and necessary for the suppression of crimes and irregularly Under false pretences I will not impose any, and will not compel widows to re marry against their own wishes. I submit to the decision of the Sircar in all appeals made against my judicial awards
- 8 I will not appropriate to myself the effects of the dead when there are sons or heirs, property shall descend from father to son, or to the nearest heir.
- 9 I will not make war upon any Zemindar or other person without the orders of the Sircar, my disputes with others I will refer to the decision of the Sircar.
- 10 I will cherish my ryots and do all in my power to increase the prosperity of my zemindary

Pyepore, 17th February 1821

Statement of Tribut- payable by the Zemindars of Chattingarh.

Name of Zemindary		Name of Lemindar	 Amount of imbute	REMARKS
Bartar . Karroudes Kakair . Koojee . Pandra Mattin . Oprodah Kamdah Mattin . Oprodah Kamdah Cambon . Cowerdah Pondorerab Blutgaon Soormar No orah . Senakbao Bellyghur Kutiniges Nandgaon Kyragbor Kyragbor Sobogoor Thatoor Tola Dongerguth		Mypal Deo Joograj Deo Bops Deo Hybai Khan Adjeet Sing Adjeet Sing Adjeet Sing Adjeet Sing Adjeet Sing Byron Sing Pritte Sing Byron Sing Pritte Sing Byron Sing Pritte Sing Byron Sing Costar Sing Gurror Sing Gurror Sing Gurror Sing Gurror Sing Gurror Sing Gurror Sing Jait Sing Ram Rate Habany Sing Fram Sing Habany Sing Fram Sing Balmoden Data Turwar Sing Goolal Sing Adar Sing Mobjeeram Mobaat and Drigpal Sing Toral	# # # # # # # # # # # # # # # # # # #	

SPECIMEN ENGAGEMENTS with the Zemindars of Chanda.

Engagements concluded in the Fusice year 1230 by Captain 'Crawfurd, the Superintendent of the Chanda District, with Soude Khan, Zemindar of Gewarda, Pergunnah Wyragurh, Zillah Chanda.

 Soude Khan by this deed becomes responsible for all robberies and thefts committed within the confines of his zemindary, leasanch as he engages to make good all property stolen within his confines, or within the Wyragint Pergunah, by the inhabitants of his zemindary, or to trace the thieres beyond his limits Soude Khan further engages to furnish, for the service of Government when required, a quota of 20 men, and to fulfil these engagements without demur.

(Signed by) BARADOOR RHAN, Son of Soude Khan

21st day of Suffer 1230 Fuelce

Statement of Tribute payable by the Zemindars of Chanda.

Name of Zemindary	Name of Zemindar	Amount of Tribute	Estrate
liewarda Petroschut Amboghur Amrio Palstarta Dewnlgaon Sonsery Ranges Kortscha Kootgoon Damona Jura Papra Uoonoomgaon Seernor dee Kodjub Dood Mala Ghat Ghat Ghat Ranges Pavech Maulsudah	Soude Khan Govind Shah Nikunt Shah Nikunt Shah Nikun Shah Nizun Shah Chunder Shah Anund Row Sooba Dao Jugga Thakoor Bhudra Thakoor Kuliyan Thakoor Kuliyan Thakoor Sherga Thakoor Neeram Shah Maroo Thakoor Oolabah Maroo Thakoor Oolabah Ogroo Shah Ogroo Shah	Rt a P 30 0 0 30 0 0 25 0 0 25 0 0 215 0 0 215 0 0 216 0 0 30 0 0	

SPLCIMEN SUNNUDS granted to the ZEMINDARS of DEOGURH.

Translation of a Sunnud granted in the name and on the part of Sreemunt Manaraj Rajah Sree Senah Sahib Soobah Ragojee Bhooslah by Richard Jenkins, Esq. Brilish Risident, on the part of the Honorable East India Company, at the Court of Nagpore, to Mohun Sing Thakoor, of Puchunger.

Whereas your forefathers held and you continue to hold certain villages, lands and rights appertaining thereunto in the zillah of Deogurh as follows —
Thooks Puchmure. | Pergunsah Heerdagurb, | Pergunsah Pertanbgurb,
7 villages.

Puclimurree, Choomee, Nadowra, Kanee Clapper Dhama, Barklieree, Bajbybree, Jont (lesser), Peepeereah Telee Bhut, Delakharee, Jont (greater), Bejoree, Charkhera, Banumwara, Chappur, Minka Dhanoo, Japye, Thorawaree, Modaree

Pert IV

Pergunnah Pergunnah Pergunnah Pergunnah Pergunnah Comrast. Almoat, Gurguzghur. Jamve. Umbarrah. I village. 1 village. 1 village, 1 village. 1 village Borce Ghaut. Lona Dewee Myawaree Auraurah

and the villages of Peerawaree (pergunnah unascertsined), comprising a total of 28, villages, they have been and are hereby confirmed to you and to your heirs for ever, and all the Rajalus, Thikoors, Zemindars and others are hereby enjoined to avoid all interference with your management of them and you are hereby held responsible for maintaining them in cultivation and population, linding yourself thereby to yield immediate obedience to all orders or calls for service of any sort by this Government, as may he hereafter specified.

Whereas three Jatras are annually held in the Mehideo hills on which you have claims from pilgrims and others, the following arrangement is now made with you on that head agreeable to it fand with your full consent previously rendered J you must hereafter abide refraining from every species of interference or violence.

The Jatra of Sawan is your exclusive right, but no tax can be levied on pilgrims in progress to the temple

In the Jatra of Kartik the offerings at the shrine are the joint right of the three Haloors, in which you will continue to participate No taxes, however, to be levied on pilgrims

In the Soratree Jatra of Phagoon, or the Great Jatra, the offerings are niso the joint right of the three Thatoers, and this will continue, and for the taxes levied thereto at 11e several grounds and roads leading to the temple or connected with it, they belong for the future to Government, and the following provision is hereby made—

In hen of your right to keys a tax on pilgrims at the several river and hill ghauts leading to the temple, which you have hitherto exercised, but which is now resumed by Government, and in hen of your claim on one til rid of the profits arising from the duties levied on pilgrims, cattle, merchandise, the profits arising from the duties levied on pilgrims, cattle, merchandise,

yon, for a period lending with the

This sum will be paid to yon by the Government direct, yon have no further right on the plignim daties, but on the expiration of three years, sl onld you feel so disposed, you may apply for a new arrangement, which will meet with due consideration

Such are the arrangements for the Pooja and Jatra rights, he no means interfere in them in any other way than is now written "taking care that no

theft or purloining shall occur during the assembly of the pilgrims at the Murr. You are responsible " Avoid also all violence in every way towards them or to traders, visitors, etc., all collections from them and pilgrims in progress to the Jatra belong exclasively to Government.

All items, such as Ureeta, Furohee, Rand, Dhurawun, Jejeea, Kularu, Moohwa Paunree, etc., etc., thiterto levied by you, as well as the zemindary Sayer Khoont, are confirmed to you.

And in consideration of your expenses, this Government has also bestowed on you a right to levy the Sayer of Nandoura on its present scale, avoid increasing it without authority.

This therefore, as above detailed is the provision made for you by this Government. Receive and ear, have no concern for the interference of others. In return your duties to Government are as follow.—

You will henceforth pay to Government in quit-rent 25 rapees in ready money, 10 seers of Cherongee, 5 seers Honey, 10 Bamboo Balas, and 10 Churrees, send them yearly.

You are herely bound to appear in person at call, yielding attendance on the immediate Agent under whom you are placed, obeying every order implicitly, if called on you will appear with five or ten (number undeflaed) attendants ready to do every duty imposed. You are held responsible for the internal tranquility and good arrangement of your own hands throughout their boundary, settling and keeping under all theres, rogues, and villains of every description, shewing in no instance the semblance of our faith to Government offering no excuse in a ready obedience to its mandates, and ere held responsible for any act of criminality or irregularity, whether of your relatives or your ryots any person throughout your hounds, heing gmilty of any irregularity of any nature, for his act you are amenable, unless you produce the culpint or trace him to the satisfaction of the Government.

You are positively probibited entertaining any foreign soldiers or hencers of weapons without its authority

Done at Moollan, this 25th day of February, A D 1820

(A true copy)

(Sd) W. HAMILTON,

Acting Assistant

A correct though not literal franslation

(Sd) H, A Montgomerie, Commissioner, Settle ne it Gon le

ZEMINDARS OF CHINDWARA.

Statement of Iribute payable by the Zemindars of Deogurh or Chindwara.

Name of Le	minders	Name of Zeminder	Amount of Tribute	RREARES
Batlag bur Putchmarree Bhurdag bur Almond Adygoon Pertaubgurh Kurry Hurrakoat Puggara Mootboong baut Gorukg baut	: :	Gobba Jumahdar Hajah Durno Sing Krabo Rao Tahakor Keado Rao Tahakor Kongh Sah Mohno Sing Chermun Sah Hajah Sah Dowhut Bhartee Ronjeet Sah Jetwani Sah Takoor Rujabjee Pertrab Sing Dowlut Sah Dowlut Sah Dowlut Sah	15 0 0 200 0 0 30 0 0 10 0 0 25 0 0 40 0 0 250 0 0	

No. CXLI

KUBOOLYUT executed by RAJAN JOOJNAR SING OF RAIGURH, dated 25th May 1819

Whereas a settlement in perpetuity of the whole of Raigurb, with its Tupahs Pilka, Turapore, and Khase Raigurb, from 1758 P has been concluded with me I. Rajah Joojbar Sing of Raigurb, do voluntarily agree and promise to jay without alleging any pretext, an annual tribute of 30 gold mohurs as a mark of my allegiance to the British Government The tribute will be paid in one instalment in the month of Cheyt

No CXLII.

SPECIMEN ENGAGEMENT.

Kunoolyur executed by Manahajan Broofal Deo of Patna, dated 17th February 1827 A.D.

Whereas the whole of Khales Patna, which is my zemindarry, has been a A. D 18°6 7 to 1830-31.

Rupees 56 8 0, or an aggregate jumma of Repees 2,812 8-0, including

"Mal," "Ahwah Muhmoolee," or other customary duties, excepting unclaimed intestate property, Khvrit, jaghire, "Bishoonpereet" endowments, I, Maharajih Bhoopal Deo of Patna, do freely and voluntarily except et its agreement, in which I promise that I will, according to the prescribed justiliments and without pleading any excuse on the score of drought or diluvion, punctually pay in my revenue at Sumhulpore every year. I will concluste my ryots, and adopt such mersures as shall tend to the improvement of my estate I will not harbour offenders against public justice, such as highwaymen, dacoits, thieves, and such like characters, and should I detect any such persons within my estate I will promptly apprehend and bring them to justice. I will duly report to the authorites all that occurs within my estate

(Here follows the specification alluded to)

No CXLIII.

Translation of a Kudoolyut executed by Maharajah Maharaj Sahet of Sumulfore, binding himself to the right discharge of Police and Judicial duties, dated 22nd February 1827.

Whereas I, Maharajah Maharaj Sahee of Sumbul one, have been tested with authority from the Government to administer justice, and to conduct Police duties within the limits of my estate, and I have voluntarily accepted the obligation, I do hereby promise that I will, with all fauthfulness and integrity discharge the duties entrusted to me I will cooscientiously and impartially decide all evil causes I will hear and properly investigate all suits preferred to me and I will, to the utmost of my ability, give no rea on to any one for all permit them will direct the p

will provided investigate all hemons offences, such as dacorty, plunder murder, wounding, burglary, theft, highway robbery, etc., that may occur. I will apprehend the condens, and after daily seconding the depositions I will pass an impurial judgment. I will report all that occurs within my estate to the authorities I will submit regularly, on the 5th of each month, a Statement of Crimes, and I will never be gould of concealing any offence. I will not myself oppress, nor will I suffer my "Amhais" to oppress, any of my ryots, or any persons reading within my estate. I will not, by oppression, confinement, of otherwise, levy the cesses prohibited by Government, and I will not appropriate unclaimed or intestate property, it belongs to the Government. I such property I will take charge of and report to Government for orders. Will be personally responsible in the event of the terms above agreed to beard violated, and should a lareach of engagement be proved against me, I will render myself hable to any penalty that may be imposed on me for such

No CXLIV

Adoption Sunnud granted to Rajan Bryron Deo of Bastar-

Her Vajesty being desirous that the Guvernments of the several Princes and Chiefs of ludia who now govern their own territories should be perpetu-

to you to convey to you ish Government will re-

cognize and confirm any adoption of a successor made by yourself, or by any fature Chief of your State, that may be in accordance with Hindoo law and the customs of your race.

2 Be assured that nothing shall disturb the engagement thus made to you so lyng as your house in loyal to the Crown and faithful to the conditions of the grants or engagements which record its obligations to the British Government

(Sd) CANNING

Dated 11th March 1862

In 1862 similar Sunnuds were granted in the Chiefs of Makrai and Kharonde, in 1860 to the Chiefs of Kakeri, Bamza, Khairagath, Kondka or Chluikhadan, Kawadha, Nandgaon, Paina, Buigarh eum Burgarh, Sarangarh Sonpur, Sakti, and in 1866 to the Chief of Rehracole

No. CXLV.

ACKNOWLEDGMENT OF FEALTY presented by the Chiefs of Bastar Makrai, Kanker, Khairagarii, Komdka of Chiulikhadan Nanigaon, Sakti, and Kawardah.

I am a Chieftain under the administration of the Chief Commissioner of the Central Provinces I have now been recognized by the British Government as a feudatory, subject to the political control of the Chief Commissioner, or of such officer as he may direct me to subordinate myself to

I will respect and maintain all rights within my territories, I will attend to the prosperity of my roots, to the strict administration of justice, and to the

If any person who hos committed an offence in my State shall fly to British or other territory, I will represent the matter to British officers, in order that the offender may be given np Should any persons who have committed offences in British territory, or criminal belonging to British territory, seek refuge in my country, they shall be pursued by officers of the British Government, and I will render every assistance in capturing and delivering up such fagitives

I will pay into the British Treasury an annual tribute of rupees three hundred and forty, and when the amount of my tribute may come from time to time under revision, I will render every assistance towards settling such amount. I will always pay punctually such tribute as may be settled

I engage not to levy transit duties within my jurisdiction, neither by myself nor my successors

I will take such an order with my subjects that they shall have no cause to complain against injustice of mine, and when complaints preferred against them ore referred to me by British officers, I will dispose of them equitably When the Chief Commissioner, or his officers, shall give me instructions or duree, I will obey such instructions and accept such advice. And I will conform, and cause my subjects to conform, to such Forest Regulations as the Chief Commissioner may be pleased to prescribe.

If at ony time, through the misconduct of myself or my successor, my Stote should fall into great disorder, or great oppression should be practised, then I, or my successor, shall be hable to suspension or forfeiture of my or his governing powers I engage in depute a Volcel to be in ottendance at the Court of the Deputy Commissioner of Sumbulpur, or at any other Court where the Chief Commissioner from time to time may direct

No. CXLVI.

FORM of SANAU granted by the Chief Commissioner of the Central Provinces in 1867 to the Kharonde Chief and to those of the Gurjat Chiefs who had not executed any acknowledgment of fealty

Whereas you were formerly a tributary Chief of a Gurjot State, His Excelnose the Viceroy of Indio in Council has now been pleased to recogniss you
as Feudatory, and to permit you to govern your own territory in all matters,
whether Criminal, Civil or Revenue, with the following proviso, that in the
event of any offender appearing to you to ment capital punishment you will
before passing order for carrying and such seutence send the case up to the
Commissioner of the Chhattagarh Division, or such atten officer as shall be
unomiated by the British Government for confirmation

Your nomination to be a Feudatory is also subject to the following conditions, and should you fail in complying with any of them, you will be liable to have your powers as a Feudatory circumscribed --

1. That you shall pay regularly the tribute of * Rs. now fixed for 20 years, viz, from the current year 1867 to Re 690 | Kharande(a) · Rehrakolo 3,550 the year 1887 A D, and that the said tribute 1 350 shall be liable to revision at the expiration of Raigarh 400 Patna 600

bonpur the said term or at any time thereafter that the Government may think fit. 2. That you shall deliver up any offender from British or other territory who may take refuge in your State, that you will aid British officers who

- may pursue criminals into your territory, and that in the event of offenders from your State taking refuge in British or other territory you will make a representation in the matter to the authorities concerned. 3 That you shall do your ntmost to suppress crimes of all kinds in your
- State.
 - 4 That you shall administer justice fairly and impartially to all alike.
- 5 That you shall recognise the rights of all your people and continue them in the same, and that on no account shall you oppress them or suffer them in any way to he oppressed.
- 6 That you shall levy no transit duties on grain, merchandise, or any nrticle of commerce passing through your State
- 7 That you shall accept and follow such advice and instructions as may he communicated to you by the Commissioner of the Chhattieg ith Division, the Deputy Commissioner, Sambalpur, or any officer daly vested with authority by the Chief Commissioner, Central Provinces
- 8 That you shall appoint an approved Valil to be permanent resident at the Sadr station of the Samhalpur district, in view to all orders affecting your State being communicated to you.
 - 9, That you ' '

Es 1000 | Kl s 500 | Sa -· Febrakol ... Barera Reigerh ion ments do so interfere the Chief Commissioner bonpur shall have authority to raise your tribute by

per annum until your Ablam arrangements are again satisfactory. * Rs.

No. CXLVII.

DEED executed by the CRIEF of KHAIRAGARH for cession of LAND for BAILWAY PURPOSES-1883.

I. Lal Shri Umrao Singh Rais Surdar, the Fendatory Chief of the Klinira. garh State in the district of Raipur, do in virtue of all powers and authorities, 550

so far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 311 acres 3 roods and 1 pole permanently and 823 acres 1 rood and 5 poles temporarily situate in my territories und bounded as under -

- From Mouzah Bodhi Tola, Purgana Dongargarh to Mouzah Khopree, Purgana Singarpore as per map attached hereto, the same having heen surveyed and demarcated for the purpose of the Nugpur and Chhattisgarh State Railway including the road with its bridges, etc., and all stations, workshops, store-houses, and the like necessary for the proper working of the line when opened as per map hereto attached, together with all the proprietary right and suterest pos essed by me, the said Feudatory Chief, my heirs and representatives in and over the soil of the lands hereinhelore mentioned free from all present and future demand on account of revenue or rent
- 2. I, the said Feudatory Chief, further agree and hy these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and crimical junsdiction will vest in Her Majesty the Empress of India, her heirs, representatives and assignees In witness whereof I, the said Feudatory Chief, set my hand and seal this twenty-first day of August one thousand eight hundred and eighty-three.

Signed, sealed, nud delivered.

(Sd) Lal Shri Umrao Singh Samib Rais, Feudatory Chief of Khairagarh,

Raspur District

Witnesses.

(Sd.) GHAST BANU OF KHAIRAGARH

(,,) NIZAM SAO TAMERA OF KHAIRAGARH

No CXLVIII.

DEED executed by the CHIEF of KHAIRAGARH for cession of LAND for railway purposes-1890.

The Feudatory Chief of Khairagarh, in the District of Raipur, doth, in virtue of all powers and authorities, so far as he can or may, by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignces, the strip of land comprising 8 zeres, 1 rood, and 2 poles, situate in his territories and bounded as under, . e, on the eist and south by the land already ceded to the railway und on the west and on the north by the Mouza of Dongargarh, the same having been surveyed und demarcated or the purpose of the Bengal Nagpur Railway, including the road with its hridges, etc., and ull stations, workshops, store-houses, und the like necessary for the proper working of the line when upened, as per map hereto attached, together with all the propuetary right and interest possessed by him, the said l'eudatory Chief, his liers and representatives, in and over the soil of the lands hereinhelore-meutomed, free from all presents and future demand ou account of revenue or rent

2. The said Tudatory Chief further agrees, and by those presents declares, that for the proper administration of justice in civil and eriminal matters arising within the lands hereinbefore-mentioned, the civil and eriminal jurisdiction shall vest in Her Majesty, the Empress of India, her heirs, representatives and assignees. In withese whereof, the said Feudatory Chief sets his hand and seal, this ninth day of March, one thousand eight hundred and musty

Signed, sealed, and delivered.

(Sd.) LAL UNRAG SINGH, Peudatory Chief of Khairagarh.

Witness.

(Sd) J. P. GOODRIDGE,

Political Agent,

Countersigned.

RAIPUR,

(Sd) A H. L FRASER,

The 25th March 1890.

Offg. Commissioner, Raipur, Chhallisgurh Division,

No. CXLIX.

DEED executed by the Chief of Khairagarh for cession of land for railway purposes—1890.

I, Lai Umma Singh, altar Kanliya Loi, Feudatory Chief of Khamparh in the District of Rapiny, Central Prosuces, do in virtue of all powers and authorities, so far at I can or may by these pre-sents, grant and convey unto Her Majecty the Empress of India, her heirs, a presentatives and assignees, the strip of land comprising 128 acres 1 rood 13 poles, situate in my terratories and I canded as in the plan appended, the same having been surveyed and demarcited for the purpose of the Hengal Nagpur Railway, including the road with its brilges, etc., and all stations, workshops, store-houses and the like necessary for the proper working of the line when opened, as per maphereto attached, together with all the proprietary right and interest possessed by me (Feudatory Chief in Kharagarh) and my hers and representatives in and over the soil of the lands hereubefure mentioned, free of all present and future demand on account of revenue or rent.

2 I further agree, and by these presents declare, that for the proper administration of justice in civil and criminal matters arising within the lands heienbefore-mentioned, the civil and criminal jurisdiction shall cost in Her Majesty the Empress of India, her heirs, representatives and insignces. In witness whereof I set my hand and seal, thus twenty seventh day of September, one thousand eight hundred and innety.

Signed, sealed, and delivered (Sd.) Lat Umrao Sinch,

Witness

(Sd) J. P. Godridge,

Political Agent
Raipur,
The 13th October 1890

(Sd) M M Bowie,
Off Commissioner, Raipur,
Chhattesgarh Division.

Feudatory Chief of Khairagarh.

No CL

DLED executed by the CHIEF of NANDGAON for cession of LAND for RAILWAY PURPOSES-1891.

I, the Mnhant Balram Dass, the Fendatory Chief of the Raj Nandgaon

State in the District of Raipur, do in virtue of all powers and anthorities, as far as I can or may by these presents, grant and convey unto Her Majesty the Empress of India, her heirs, representatives and assignees, the strip of land comprising 584 acres 2 roods and 1 pole, that is, 85 acres 1 rood and 21 poles acquired previously and 499 acres and 20 poles now, situate in my territories within the mouzas as per schedules appended, the same having been surveyed and demarcated for the purpose of the Nagpore and Chhatisgarh State Railway, including the ie line shops, store houses, and the rietary when opened, as per map he irs and right and interest possessed representatives, in and over the soil of the lands hereinbefore-mentioned, free from all present and future demand on account of revenue or rent

2 I, the said Feudatory Chief, further agree and by these presents declare that, for the proper administration of justice in civil and criminal matters arising within the lands hereinbefore mentioned, the civil and criminal jurisduction shall vest in Her Majesty the Empress of India, her heits, representatives and assignees | The lands are bounded as per map of the Public Works Department hereto attached, and I, the said lendatory Chief, do further declare that this deed is in supersession of the deed executed by me on 22d July 1983, and it includes the lands specified in the above-mentioned

deed as well as other lands, etc., now mentioned for the first time in the schedules attached hereto. In witness whereof I, the said Feudatory Chief, set my hand and seal, this twelfth day of January, one thousand eight hindred and nintey-one.

Signed, scaled, and delivered.

- (Sd) RAJA BALRAM DASS, Feudatory Chief of Ray Nandgaon.
- (Sd) RAM KRISHNA RAO,

 Dewan of Ray Nandoaon.

12th January 1891.

Dewan of Kaj Kandgaon

16th January 1091.

(Sd) J. P. Goodridge,

Political Agent

BENGAL-NAGPUR RAILWAY

Note of land taken up twice by the Bengal-Nappur Railkay in Nandgaon State

District.	Pergunnah or Taha l	Mouza.	Lind acquired twice	Reference to abect	Date of former acquisition	Date of present acquistion
		Mile	A R P	Sheet		
Nandgaon State	Zemindary Nandgaon	139 to 140	8 0 29	No 1	2nd July '83	12th Jan '91,
		14L	8 1 39	. 3	Do	Do
		142	9 0 3	" 3	Do	Do.
	1	143	10 0 8	., 4	Do	Do
	1 1	144	10 1 34	,, 5	Do	Do
	1 1	145	10 1 33	, 6	Do.	Do.
	1 [146	29 2 35	. 7	Do.	Do
		TOTAL	85 1 21		l	ì

 $N_{\parallel}B$ —The date of formal transfer of lands as 12th January 1831

- (Sd.) Rasa Batram Dass, Chief of Raj Nandgaon
- (Sd.) RAM KRISGNA RAO,

 Dewan of Raj Nandgaon.

121k January 1891.

BENGAL-NAGPUR RAILWAY.

RAJ NANDGAON DISTRICT,

Schedule of land required for the construction of talen up by the Bengal-Nagpur Railway in Nandgaon State.

District	Pergunnah or Tahail	Mouss.	Permanent class A.	Renabes
Nundgaon State .	Zemindary Nandgassa	Mile 139 to 140 141 142 143 144 145 145 147 148 149 150 151 153 153 153 155 157 165	A. R. P. 19	Sheet No. 1 1 2 1 3 1 4 1 5 1 7 2 8 1 9 1 10 1 11 1 14 1 15 1 17 1 18 1 19

(Sd.) J. P. Goodridge,

Political Agent.

29th May 1890.

(Sd.) T. R. WYNNE,

Agent and Chief Engineer,

Bengal-Nagpur Railkay.

(Sd.) R. T. MALLET, Officiating Consulting Engineer.

No. CLI.

IKRARNAMAH OF ENGAGEMENT between the GOVERNMENT of NAGPUR and MYPAUL DEO, RAJAH of BASTAR, and his Heirs and Successors, concluded on the part of the Government of NAGPUR by MAJOR P. VANS AGNEW, in virtue of powers vested in him and on the part of RAJAH MYPAUL DEO, by NARRAH and KASIR SING DOW, in virtue of powers vested in them.—1819.

ARTICLE 1.

The Rajah Mypaul Deo acknowledges his dependence on the State of Nagpur, and on his own part and that of his heirs and successors engages to be faithful to it and to obey its orders

ARTICLE 2.

The Government of Nagpur engages, as far as in its power, to protect the territory of Bastar

ARTICLE 3

The Rajah Mypaul Decand his heirs and successors will act in subordinate co-operation with the Government of Nagpur.

ARTICLE 4

The Rajah, his heirs and successors, will not have any connection, or enter into any negociation, or commence hortilities with other Chiefs and States without the knowledge and sanction of the Government of Nagpur, and will submit all disputes with others to its arbitration and award.

ARTICLE 5.

The Rajah of Bastar, his heirs and successors, engage to give a free passar and protection to all traders passing through their country, and not to exact any annual or oppressive duties.

ARTICLE 6.

The Rajah of Bastar, his beirs and successors, engage that, should any of the enemies of the State of August, or any enimal, seek refuge in the territory of Bastar, they shall immediately be given by

ARTICLE 7.

Rajah Mypaul Deo, his heirs and successors, engage to pay annually, in three equal instalments, viz,—in Jleand, Reb-el-Awul, and Rejub, to the Government of Nagpur, the usual tuckolee or tribute of 5,000 Nagpur Rupees in coin, and to depute a valeel for this and other purposes to Chutteesgurh. It is provided, however, by this agreement that whist the districts of Kotepaul and its dependencies are separated from the territory of Bastar a remission of one-fifth of this tuckolee or tribine be allowed

ARTICLE 8.

The Government of Nagpur renounces all tuckolee or tribute due by Barrar up to the end of the year Fussulee 1227, on the condition that the tuckolee for Fussulee 1228 be punctually paid.

ARTICLE 9.

					٠					ned and
serle ficati	••	٠.		•	Ċ	. '	'	•	٠٠	the rati- aul Deo
shall		ь	-	***	L	*********	****	en a man		

Done at Ryepore, the 30th of March 1819

(Sd.) P VANS AGNEW, Major, Superintendent of Affairs in Chalteesgurk

(Sd) NARBAIN.

**

KASIR SING DOW.

(A true translation)

(Sd) P. VANS AGNEW, Major,

Superintendent of Affairs in Chatteesgurh

No. CLII.

Deed executed by the Sakti State for cession of land for failway furfoses—1890.

The Deputy Commissioner of Bilaspur, as Political Agent of the Feulttory State of Sakti in the Bilaspur District, Central Provinces, on behalf of Ranjit Singh, Raj Gond, Chief of the Feudatory State of Sakt, deposed under the Government of India's No. 1865 P., dated the 25th June 1875, in the Foreign Department, de'h in virtue of all powers and authorities, so far as he can or may, by these presents grant and convey unto Her Majesty the Empress of India, her herrs, representarives and assignees, the strip of land, comprising 217 acres 1 rood and 1 pole, situate in territories of the Fendatory State of Sakt, and in villages named below:—

District *	Pergunnah or Tahul	Mouzah,	Permanent, class A	Remarks,	
Eliaspur	Sectionrain .	Jetha . Soti	4 1 37 23 1 14 5 0 27 38 0 16 0 2 29	In Ragerh Dutrict, Railway limits	

the same having been surreyed and demarcated for the purpose of the Bengal Nappur Railway, including the road with its bridges, etc., and all stations workshops, etorel ours, and the like necessary for the proper working of the lands of the lands of the lands of the lands of the lands of the lands of the lands.

hereinbefore-mentioned, free from all present and future demand on account of

2. The said Deputy Commissioner of Bilappur, Political Agent of the Feudator, State of Saku in the Bila pur District, Central Provinces, on behalf of Ranjut Singh, Itaj Gond, Chief of the Feudatory State of Saku, further agrees, and by these presents declarer, that for the proper administration of justice in cuti and criminal matters arrising within the lands hereinbefore, mentioned, the civil and criminal jurisdiction it all rest in Her Wajesty the Empress of India, Her Heirs, Representative and da spinces. In wines where

of the said Deputy Commissioner of Birspur, as Political Agent of the Feudatory State of Sakti, sets his hand and seal, this day of 31st October, one thousand eight hundred and musty.

Signed, sealed, and delivered.

DINANATH BANERJI,

Head Clerk.

Bilaspur.

Deputy Comme,'s Office,

Witnesses:

(Sd)

Commissioner of Bilaspur,
as Political Agent of the
Feudatory State of Sakts
in the Bilaspur District,
Central Provinces, on bekalf of Ranjit Singh, Ray
Gond, Chief of the Feudatory State of Sakts.

D. O. MEIKLIJOHN, Denuty

(Sd) K. UMAJI RAO,

Zemendary Accountant,

Deputy Comme 's Office.

Countersigned.

(Sd.) M. M. Bowie,

Offg. Commr, Chhaitisgarh Division, Central Provinces

The 8th November 1890.

BENGAL-NAGPUR RAILWAY.

BILASPIR DISTRICT.

Schedule of land required for the construction of Bengal-Nagpur Railway
Bilaspur District, in Sakti Native State.

Dustrict.	Perguanah or Tahsil	3	fonzak	٠.	İ	Peru Cla	ane as A		REWARES.
Belaspur	Seorinariin .	Bellodi		Tor		29 27 5 5 31 0 2 5 5	22 31 10 13 00 01 20 31 00	23 25 10 30 37 36 14 32 27 35 16 39 19 19 16 56 24 17	In Paigarh District, Railway

Note.—Figures in italic are correct quantities according to dimensions on land plan. Figures monat are quantities as calculated by the original surveyors of the line before this Company took over.

The lands specified above are formally handed over to Bengal-Nagpur Railway Company from the 31st of October 1890.

(Sd.) D. O. MRIKLIJOHN,

Deputy Commissioner as Political Agent,

Salti State.

The 2nd July 1890.

560

(Sd) F Lang, for Acting Agent and Chief Engineer, Bengal-Nagpur Railway.

(Sd) R. T. MALLET,

Offg. Consulting Engineer

Similar deeds were executed by the Chiefs of the femiliarry States of Rangarh and Bamra.

No. CLIII.

SPECIMEN PATENT granted to Non-FEUDATORY ZEMINDARS of the CHANDA DISTRICT.

TENURE.

- 1. Shall be indivisible.
- Shall he untransferable, save to the nearest male heir; and the transfer in such case shall he subject to the approval of the Chief Commissioner.
- 3 Shall be held by one person, the Zemindar or Zemindarin, for the time hears.
 - 4 Shall be held on conditions of-
 - (1) Loyalty.
 - (11) Good Police Administration,
 - (111) Improvement and cultivation of estate.

SUCCESSION.

5 Subject to the provisions contained in Clause VI, the order of succession shall be as under-

On the death of the Zemindar, the estate shall devolve upon his eldest son.

In default of a son, npon the widows* of the Zemindar in order of semiority, each for her life-time.

On the death of the widows, upon the nearest male hear of the Zemindar.

of it it the exception of the proviso that on the death of a Zemindar his cutte stall or default of a scal derive upon his widow. In such a case and when ad plum has not taken place, the window of the place of the

- 6. In the event of the first in order of succession being, in the opinion of the local Government unfit to carry out the conditions of Cliuse IV, the zemindaree shall devolve upon the nearest heir who possesses the required qualification
- 7 The Zemindar, in the case of gross misconduct, shall be hable to removal by the local Government, and if such removal be ordered the succession shall take place as if the Zemindar removed had died

SHARERS

8 Members of the Zemindars family shall have a right to fitting maintenance by the Zemindar

MANAGEMENT

- 9 At least one qualified resident Accountant shall be maintained by the Zemindar The Accountant previous to appointment shall be approved by the Deputy Commissioner, and shall be hable to removal by the latter's orders for misconduct or inefficiency.
- 10 The rent roll of the zemindaree showing the receipts under each head of revenue and the statistical papers of each village in the form prescriben for the khalsa tracts, shall be rendered annually to the Deputy Commissioner
- 11 In each villago the Zemindar shall appoint a head man (Patel) as his representative
- 12 In the event of dispute as to the remuneration to be paid to the head man, such remuneration shall be deemed to be ten per cent on the gross revenue collected in the village
- 13 The forests shall be managed by the Zemindar under the rules obtaining in the Government unreserved forests
- 14 No agreement for felling trees over a term of more than one year, or for the sale of more than one thousand trees of the reserved kinds, shall have effect without the written sunction of the Deputy Commissioner
- 15 In the event of the Police management being defective one or more District Police posts shall be stationed in the zemindaree, and their cost defrayed by the Zemindar

REVENUE

16 The revenue from—
(1) Land.

(ii) Forests,

(1v) Pandham, (v) Fernes,

shall be enjoyed by the Zemii dar

() Teak () Steshum () Steshum () Satin wood (r) Tendoo

- (ii) Pounds,

 17 Reserved timber, being of
- (r) Char the Linds marginally noted, shall be etarged at the discretion of the Zemindar
- 18 On unreserved timber, hamboos, grass, and minor forest produce, exported from the remindance, and on the grazing of cartle belonging to

persons not resident in the zemindaree, duty shall be levied at the pleasure of tne Zemindar

19 On unreserved timber, bamboos, grass, and minor forest produce cut or collected by residents in the zemindaree for their own use, and on the grazing of cattle belonging to them, no duty shall be levied

It shall be competent to the Zemindar to prescribe the parts of the forest where this right shall be exercised, but the places fixed shall be within a

reasonable distance from the residence of the persons concerned

20 Duty on the mannfacture and sale of spirituous liquors shall be levied at the discretion of the Zemindar, but subject to the condition that the duty be so managed as not to injure the distillery system in the khalsa tracts Should such injury occur, the Deputy Commissioner may take such measures as may seem fit for administering the abkaree himself, and at the order of the Chief Commissioner the tulolee may be proportion itely reduced

21 Pandhari shall be levied by the Zemindar under the rules obtain-

ing in the Lhalsa tracts

22 Ferry toll shall be levied by the Zemindar under the rules obtuning in the khalsa tract, and subject to the condition that efficient ferry boats be kept up at the places prescribed from time to time by the Deputy Commissioner.

23 Pound fees shall be levied by the Zemindar under the rules ob-

taining in the Lhalsa tract 24 Offerings to the Zemindar at the Dusserah shall be considered purely voluntary, which it is optional to the people to give, or not to give, at their own pleasure

20 All dues, whether in labour, Lind, or cash, not entered above, must be regarded as probibited, and their collection must be discontinued

26 The produce of quarries and mines is the property of the Crown Ordinarily, however, the Zemindar shall be allowed to work stone quarries and

iron mines without paying a royalty

27 The duty on the growth and sale of opium and other intexts cating drugs shall be levied as heretofore by the State, and not by the Zen undar

28 The levy of transit duties is prohibited But the Zemindar may, with the Deputy Commissioner's sauction, levy octroi duties in selected towns, provided the yield of such duties be in every case spent on the improvement of such towns

SUBOPDINATE RIGHTS

29 Ivery Mookasdar, Muktadar, Patel, or farmer of a village, who has performed such acts with reference to the village he holds as would qualify a truant in a Lhalsa village to be declared proprietor of his holding, slall be recorded as proprietor of his holding

30 Cultivators of fields, of twelve years' occupancy and upwards,

shall be recorded as tenants with right of occupancy.

- 31. No tenant-at-will shall be ejected unless the Zemindar has given him notice, verhally or in writing, before the 1st of April of the year in which ejectment is to take place
- 32 The subjoined extracts from the tehsil wajib-ool-nrz for the districts of Chanda shall be applicable to all the villages in the zemindaree —

(Here will be entered such clauses of the khalsa administration paper as it may be considered expedient to adopt)

List of the Non-Fendatory Chiefs of the Central Provinces.

	Tital	of the Non-Fendatory Chiefs of the Centra	i F	fortnees.
No In Group	Class.	Name of Zeminderes or Chieftainer Lemindar or	Chiel	
1 2 3 3 4 6 6 7 7 8 0 0 10 11 12 13 14 4 15 16 17 17 18 19 19 19 12 12 13 14 15 16 17 17 17 17 17 17 17 17 17 17 17 17 17	(1) The Zemiydres of the Waitgoanga District	Ramiha	000000000000000000000000000000000000000	Lodh, Drito, Drito, Kunbi, Lodhi Kunhi Fonwa, Raban, Lodhi Gond Bathan, Lodhi Gond Drito Cond Drito Dr

Part IV

564

Lest of the Non Feudatory Chiefs of the Central Provinces-(continued)

No 1st Group	Clate	h ame of Zem ndarce or Chieftainey	Amount of present revenue demands present to be of the present from the Zem adar or Chef.
37 38 39 40 41 42 43 44 45 46 47 49 50 61 62 63 63	(2) The Custressange Assindans	Gandat Sibeti I arbaspur Lohara Ti akurlois Pandar ya Sah spur Pendra Mat a Uptrora Uptrora Churi Korba Churi Korba Chapa Lapba III stgan Bills gath Katangt Katungt Brun or Parpur Sarmas Narra Deort Phineseure Churdeldi Raiji Brun or Parpur	Rr a p 4 000 0 0 0 0 0 0 0 0
61 65 66 67 68 70 71 73 74 75 76 77 78 80 81	(3) The Chayda Zemindaes	Ahr with Arpail and Ghot G wards G wards Fang; Pannahans and Aundhi Mursu geon Ambu, arit Chaals Dhanora I or che Pela grit Jhanapara Aotgal Khutgaon Susarry Sirsunda Di Mursu grit Hada Para G Jgaon I ole and G Jgaon I ole and G Jgaon I ole and G Janon I ole and G	500 0 0 0 0 to 200 0 0 Path as 80 0 0 Wa s 287 0 0 Ray Gond 5 0 0 D tto 400 0 0 Gond 10 0 0 Gond 250 0 0 Ray Gond 250 0 0 Ray Gond 250 0 0 Ray Gond 250 0 0 Ray Gond 250 0 0 Ray Gond 250 0 0 Ray Gond 250 0 0 Ray Gond 250 0 0 Ray Gond 250 0 0 D tto 25 0 0 D tto 25 0 0 D tto 25 0 0 D tto 25 0 0 D tto 25 0 0 D tto 25 0 0 D tto 25 0 0 D tto 25 0 0 D tto

List of the Non-Feudatory Chiefs of the Central Provinces-(concluded).

Yo, In Group	Clus	Name of Zemindaree or Charitaincy Amount of present retraine demand control of the retrained from the Zemindar or Chief, Zemindar or Chief,
84 85 86 87 88 89 90 91 92 93	(1) The Chiydwarka Jaohiedes, Zemindaes, or Tharoous	Res Res
95 96	Sak N.	Timems
97 98 99 100 101 102 103 104 105 106 116 111 111 111 111	SCHDOLFORB ZRMINDARS AND GORHAL	Phelihar
	į.	

No. CLIV.

SANAD granted to CHINDWAR'S JAGIRDARS.

Whereas the Chief Commissioner of the Central Provinces, with the sanction of His Excellency the Governor-General in Council, recognises you

to be Jacardar of the estate in the Chhindwara District of the Central Provinces, this Sanad is granted to you in virtue whereof you and your heirs and successors are entitled to hold the estate for ever subject to the conditions and

- provisoes herein set forth You will pre as tribute to Government the sum of Rs for the period of the Settlement unw made with you, subject to revision at the discretion of Government after the term of the existing Settlement has expired
- 2 You will enjoy the income accruing in your estate from the following conrces ---
 - (1) Land

566

- (ii) Ablam, including opium
- and drugs (m) Pandhri

- (IV) Cattle Pounds
- (v) Unclaimed property (vi) Sale of timber and minor

Part IV

The income from land does not include minerals, in regard to which Government reserves all rights

adjoining khal a jurisdiction

Your Pandhri assessment must be in accordance with the principles and rates laid down for the khalea, and will be subject to appeal, in all cases of individuals assessed, to the Deputy Commissioner and Commissioner for the time heme

Your system of cattle-pound management must be in Leeping with the orders in foice in khalea tracts, and so also the course you follow as regards appropriating the proceeds of unclaimed property

The dues which you realize on Forest produce of all kinds and on the grazing of cattle within the lauds of your Chiefship must not exceed the rates prevailing in Government Porests, and the following kinds of timber shall not be cut except in small quantities for home use without the special sanction of the Deputy Commissioner of the district -

ceuty commissi	oner or the distinct -	
Teak.	Beejasal.	Mohwa.
Sal	Shesham	Tendoo.
Saı	Kowah	Unjan

If large quantities are ent or contracts given for the felling of large quantities of the above or other valuable descriptions of timher to the perma nent detriment of your estate, then the Deputy Commissioner will have power of assuming on the part of Government the direct management of your

3 You are recognised as the sole superior proprietor in your estate, and according to custom the succession will be regulated by the rule of primogenture It follows that the ordinary rules of Hindu inheritance do not up ply and that no partition of chares can take place. The estate remains one and undivided, the head of the family for the time heing acknowledged as, Chief

- 4 The estate, with the special and peculiar purpleges hereby recognised cannot be transferred except with the sanction of the Chief Commissioner, and in case of dispute the ordinary succession will be subject to such sanction Any transfer of ordinary rights ordered under a decree of the Civil Court would carry no privileges which are hereby declared to be conceided specially in favour of the hereditary Chief of the estate and are distinctly not transferable nor subject to the jurisdiction of the Civil Court. Any transfer therefore without the sanction of the Chief Commissioner and not by succession cancels this Sanad and involves in new settlement on different terms.
- 5 Summary removal will follow disloyalty or bad administration, and in this case the question of succession remains at the discretion of Government
- 6 The relations of the Chief are according to custom entitled to maintenance either in money or land, and this custom you and your lens and successors are required to maintin. Dispute as to the adequacy or otherwise of the maintenance allowed will be deeded by the Deputy Commissioner of the distinct, subject to an appeal to the Commissioner of the Division and the Chief Commissioner, whose order on the matters at usue will be final
- 7 Ion will maintain all the subordinate rights of sub proprietorship and occupancy which have been recognised in your estate and will need to record of those prepared by the Settlement Officer as final.
- 8 You are responsible for the proper Police management of your Chiefship, and any failure in this respect renders you hable for any expend ture which may be incurred in maintaining efficient Police poets under the orders of the Chief Commissioner.
- 9 You will carry out the orders resued to you from time to time as to the reporting of crime and you will bring promptly to the notice of the Depu's Commissioner the commission of any hemous offences in your estate and use your best endeavours to trace and bring to justice the perpetuators
- 10 You are exempted during the present S-tilement from the payment of any Road, School or Dal eee ee, but you will be required to asset the Di tree authorities as herefore in Leeping up in fair order the public tracks which jass through your estate and in maintaining such schools as already exist.



CEYLON.

APPENDIX - Page 229.

Translation of a Treaty between the King of Kanasa and the Government of Colombo-24th February 1766

Know all men that their High Mightinesses the illustrions States General of the free United Netherlands and the illustrions and mighty Dutch East India Company on the one part, and His Imperial Majesty the illustrious and powerful Prince and Lord Kirtie Sree Rajah Singha, Emperor, together with the Nobles of the realm and Lords of his Court on the other part, have mutually agreed to put an end to the war existing betwint both powers, and to conclude in treaty of peace.

foundation of n new peace n mutual advantage, and hereby; both parties, itz, on the part of the illustrious and mighty Company in the name of their High Mightnesses the illustrious States General of the free United Netherlands by the Honourable Iman Willem Fales, Governor and Director, and the Members of the Government of Ceylon, and on the part of His Imperial Majesty the illustrious and most powerful Aing of Kandia by his Ambassadors Extraordinary the illustrious nobles of the realm and court Dombiere Ralchamy grand Desvace of Motele, Phinn Salauwelle Ralchamy grand Desvave of Saffiegrum and the three Corles, Angazimonno Ralchamy, grand Desvave of Oedepallate Micwattere Ralchamy, grand Secretary to the king and Morzamee Mohanduram Ralchamy

ARTICLE 1

Henceforth there shall be an everlasting friendship betwirt the King of Kandia his nobles of the realm, and other subjects on the one part, and their High Mightinesses the States General of the free United Netherlands and the nighty Dutch Company and their inhabitants on the other part

ABTICLE 2

His Imperial Majesty the Emperor of Kindia and the nobles of his court acknowledge the illustrious and mighty States General of the United Arther tands and the powerful Dutch Company is lawful and supreme sovereigns of all the lands they powered in this reland before the present war, rif, the kingdom of Jaffensy latam with its elements and the Wannis provinces the island of Manar with its salordinate provinces from the province of Potulum, Calpentra and its dependences, the Dessaveship of Colombo, the distinct of Go.

ARTICLE \$

The King of Kandia and the nobles of the court ceded over and above to the aforesaid Company the sovereignty over all the sea ceasts round all the island in so fat the Company did not possess them before the present war, vir, on the west side from Crymelly to the districts of Jaffenapatham and on the east side from where the district of Jaffenapatham ends as far as the river Waluwe, and these coasts are ceded in the aforesaid manner to the breadth of one Cingales mile in land more or less as the situation of the hills and rivers will permit it

ARTICLE 4

To limit the boundaries of the ceded countries, commissaries shall be appointed by both parties and the measuring shall commence from the high-water mark on the continent not comprehending thereunder the small islands is Navikar, Coriandive, Poliandive, etc., and is it is not the Company's interior to enrich itself at the expense of His Majesty's sevenues, the Company promise to pay him yearly the same minimit as was formerly received from the countries ceded to them, the commissanes who limit the boundaries shall also make the necessary arrangements respecting the revenues

ARTICLE 5

On the other hand the illustrious Company acknowledges the Ling as the sovereign Prince of the other countries of this island

ARTICLE 6

The second to during the war, except the sean a work was from the sean a two hours' walk from the sean

agreeable to the 3rd Article

ARTICLE 7

Permission will be granted to all the King's servants and subjects to fetch without paying anything for it either to the Company or any other person on their part as much salt as they please from the Lewins and other salt pans to the east, and from Silanu and Putolang on the west.

ARTICLE S

In it e same manner the Company shall be permitted to neel canamon in the hing's lower countries, i.e., the Descayeship of Saffreym, the three and four Corls, and the seven Corls as far as the hill named Balany

ARTICLE 9

The King shall issue orders for the cinnamon which grows in the high lands eastwards of the Balany Mountain to be peeled by his subjects and delivered alone to the Company at Galle, Colombo, or Matura at the rate of five Pagodas for each bale containing 88 lbs. of good fine cinnamon

ARTICLE 10.

The Company shall exclusive of all others receive ivery, pepper, cardamons, collec, beteinut, and wax on paying the following rates, rzz, for 11b of pepper with 5 taming he part d pure

ARTICLE 11

As the Company never traded here in every the price of it is not known, and therefore this article will, in progress of time, be arranged.

ARTICLE 12.

If in process of time the Company shall be in want of any other products from the King's country, the prices will be fixed according to equity.

ARTICLE 13.

Their mutual subjects shall be allowed to trade with each other, for which proper the inhabitants of Kandia will be permitted to come and go to and from Colombo, Galle, and all other places, and sell and purchase with the same liberties and privileges as the subjects of the Company; in like manner the Company's will be allowed to trade in the King's country, so that both nations in future shall be considered as one and onjoy equal privileges.

ARTICLE 14.

As it is now the interest of hell contraction under the contraction of

seuzed in the Aing's territory, although it belongs to a Company's snlyed, shall be forfeited, without any notice thereof leng taken, for behoof of the Aing's treasury; and in the same manner shall be forfeited to the Company all that is sured in their territory, although the property of a King's subject.

Arricaz 15

If the King shall be in want of any foreign goods the Company will provide his Majesty with them agreeable to the musters if they are to be had.

ARTICLE 16.

On the other hand, the King and the nobles of his court engage to supply the Company at Battreaks and Trincomales with such timber as the Company shall want

ARTICLE 17

All persons whether Europeans, Malays, and sepoys, all deserters either from the European or Native Infutire, and all robels who have deserted the Company's territory, shall be immediately delivered up, and the guns taken from the Company at Hangewelle and other places shall be returned again to them

ARTICLE 18.

In future the runaway slaves from each party shall be immediately sozed and delivered up, and a reward of ten fix bell its paid as a gratinty to the pers in who apprehends and returns them to their masters

ARTICLE 19

In case of any of the Company's subjects commit in the King's territory any depredations or crime in enting corporal; junishment, such person shall be setzed by the King's people and delivered with the proofs of his crime to the Company who will give speedy satisfaction to the party injured, and the Company shall treat the subjects of His Majesty in the same manner when guilty of any outrage in their territories

ARTICLE 20

In this monner an intimate friend-hip will be maintained betwit both powers, and the mighty Company engage to protect His Importal Majesty and the whole Empire against any foreign force, and in such case the King and his nobles promise to assist the Company to their utmost, either with arms, troops, or cooless, and to continue with them until the enemy shall have been driven out of the island

ARTICLE 21.

His Imperial Majesty and the nobles of his court shall therefore not carry on any correspondence, much less conclude any Treaty, with any other European nation than the Dutch, and they engage to deliver to the Company all foreign Europeans that may come into their country. They shall not enter muto any contract, or carry on any contespondence with Native Princes to the prejudice of the mighty Company

ARTICLE 22

On the other hand, the illustrious Company engage on their parts not to conclude any Treaty with foreign powers against or to the projudice of the king of Kandin

ARTICLE 28.

honour and distinction as become intimate friends and allies; these ceremonies shall be the same on both sides.

ARTICLE 24.

These Articles shall be solemply observed and fulfilled by both parties, but should it happen contrary to expectation that snything is done by either party not agreeable to these conditions, or if anything is neglected, these Articles of peace and friendship shall not be considered as broken; but on the injured party's preferring a complaint and demanding satisfaction it shall be given within six weeks.

ARTICLE 25.

In witness whereof we have herennto set our hands and affixed the great

seal of the mighty Company, in the castle of Colombo, this 14th day of February 1766.

Company

King's

(Sd) I. W. FALCE.

T. T. PEBER.

D. BUENAT GOD? LEON DE COSTE.

A. DE LT

J. G. VAN ANGELBROK.

P. L. SCHWIDT.

A. Muzva.

T. H. BORWATER.

SIRILANEA DRESWERRE SEER (Sd in Concalese) KIRTIE SEER RAJAH SINGHA.



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APPENDIX III-contd.

Statement of prosecutions under the Indian Mines Act, and Indian Penal Code, during the year 1926-contd.

Province	District	Number of prosecu tions	Numler of perso is prose- cuted	Number of persons convicted	Number of rules and Sections of the Act contravened	Ramares
(Vanbhum	1	2	1	Section 15 read with General Rule 47	Out of the ac ensed was ac quitted
	Do	1	3	2	General Bule 3 Rule 15 and General Bule 50 read with Section 15(1) and (2) of the Act	
	Do	1	1	1	General Rule 13 (c)	
ļ	Do	1	2		General Rule 3 read with Section 16 (1) of the Act	The accused were acquitted on appeal
ļ	Do	1	2	2	General Rule 1	
	Do	1	1		Rule 17 of the rules made by the Local Government	Proceedings dropped as ac- cused could not be traced
Bihar and Orissa	Do	1	2	2	General Rule 3	
	Do	1	4	1	General Rules 3, 9 and	Case dropped against three of the accused
	Do	3	3	,	Bule 18 of the rules made by the Local Government.	
	Do .	1	1	1	Cos) Mines Regulation	
	1)0 .	3	3		Rule 13 of Government of India Notification No 864 68-20	Accused could not be traced.
	Do	1	1	1	Special Rule 3	
	Do Do	. 1	1	1	ection 335, Indian Peual Code	

APPENDIA III-CORO.

Statement of proscentions under the Indian Mines Act, and Indian Penal Code, during the year 1926-contd.

Frorme	District	Number of prosecu- tions	Number of persons proce-	Number of persons convicted	Number of rules and Sections of the Act contravened.	HEMTERS.
	Manbhum .	1	1	1	Special Rule 4	
	D _C	1	,	1	Special Bule 70	
ĺ	D ₀	1	ŀ	İ	Coal Mines Regulations 115 and 148	The accused absconded
{	100	1	3	1	Coal Mines Regulation	The secused
	Do	9	17	7	Rule ! (1) of the Govern- ment of India Notifica- tion No M -450, dated 27th June 1922,	Two of the ac- cased were ac- quited and tha cases against eight wera withdrawn
ĺ	liazarıbagh	1	1	1	Rule 15 of the rules made by the Local Government.	
Blhar & Oriesa.	Do	1	,	3	Bulo 1 (4) of the Government of India Notification No Ma- 494 dated 29th June 1922	The case against one was with- drawn
	Monghyr	1	5		Rules 17, 18 and 19 of the rules for Mica names	The accused were acquit- ted
	Do	1	i	1	Buls 1:4) of Govern ment of India Notifica- tion No M-498, dated 29th June 1922	
	Shahabad .	1	1	1	Buls 1 (4) of Govern- ment of India Notifica- tion No M -498, dated 29th Jung 1922	
	Bhagalpur .	1	1	1	Buls 1 (4) of Govern ment of India Notifica tion No M 498, dated 9th June 1922	
	Southal Pargamas	1	1	1	Section 15 of the Act	
	Do .	1	3	1	Penal Code	One of the ac- custd was ac- quitted.

APPENDIX III-concld,

Statement of prosecutions under the Indian Mmes Act, and Indian Penal Code, during the year 1926—coacld

Province	District	Number of prosecu tions	Number of persons prose cated	Number of persona convicted	Number of rules and beet one of the Act contraveued	Remarks
	Bassein	1		1	Rulo 1 (4) of Govern ment of India Votifica tion Vo M 498 dated 20th June 1922	t t
Burma	Mergui	3	3	3	Rule 1 (4) of Govern- ment of India Notifica tion No M 435, dated 9th June 1922	{
į.	Taunggyı ,	1	92	2	Section 286 Indian Penal Code	
l	Thaton .	1	3	1	Vetalliferous Mines Regulation 40	Case against two of the accused was with drawn
Madras {	Nellore	2	2	2	Rule 1 (4) of Govern ment of India Notifica- tion No M 450 dated 29th June 1993	
(Vizagaj atam	1	1	1	Rule 1 (4) of Govern ment of Ind a Notifica tion No M 493, dated 29th June 19.2	
ſ	Balaghat	1	1 7	1	Special Rule 15	
Ì	Do) 1]	2	2	Special Eulo 48A	
Central Pro	Districtes	ź	'	'	Rule f (1) of Govern ment of India Notifica tion No M 498, dated 20th June 1929	
Į.	Chhindwara	1	1		Spec al Rules 7 and 21	The accused was acquitted
Риплав 5	Jhelum	1	1	1	Section 35 (e) of the	
}	Do	2	2	2	Rule 1 (4) of Govern ment of India Notifica- tion to M 495 da ed _9th June 1922	
	} 					
	Total	75	123	~	1	

APPENDIA IV.

MISCELLANEOUS.

Statement No. 1.

List of Inspection Circles.

No. 1 Circle	No 2 Circle
I All mices in Balorh stan	1 All in nes iu Assam
2. All mines in Bihar at I Orissa execut miles in the district of the Santhal Parganes and such in ites	2 All mmes in Bengal
in the district of Manhaum as he said of a he drawn from mle 175 on the Renail varior Rules; to mind 175 on the trans Trunk Lead and c utinoed in a straight line across the district	3 Such mines in Bihar and Orissa as he in the district of the banthal pargenns and in the dis- trict of Menbhum cast of a line drawn from
3 All muce 1 the North-West Frontier Province	4 All mines in Bombay
4. All m nes m the Punjab.	S All in nes in Burma.
5 All mines in Rajput, na	6 All mines in the Central Provinces.
6 All mines in the United Provinces	7 All mines in Madras

Statement No. 2.

Names of persons to whom first and second class certificates of competency to manage a coal mine were granted during the year 1926

Certificates granted to holders of Fuglish certificates of competency

(1) FIRST CLASS.

Name	No of Indian certificate	Date of Inlea certificate	No of English certificate	Date of English certificate
Tarlton, Stuart Fryer .	325	17th May 1926 .	1903	4th kebruary 1926
Pothecary, Richard John	326	18th October 1926	1035	30th January 1922
Taylor, William Henry	327	Ditto	1847	31st Joly 1925
Dobson, Thomas Lea	3°8	Datto .	1493	7th bebruary 1924
Goodger, John Carruthers .	329	Ditto .	1865	31st July 1925
Hampson George	330	17th December 1926	1185	12th August 1922



Miscellaneous-contd.

Statement No. 2-contd.

Names of persons to whom first and second class certificates of competency to manage coal mine were granted during the year 1926—contd

Certificates granted to holders of Anglish certificates of competency

(C) SECOND CLASS

***************************************				•
Name	No of Indian certificate	Date of Indian certificate	No of English certificate.	Date of English certificate
		···		
	.V.	ı		

Indean Cert ficates

(a) FIRST CLASS

Yame				No of certificate	Date of certificate	Bruares
Chakrabarty, Dharmananda .	•			183	17th May 1926.	
Ghosh, Saktı Kınkor				189	Diffo.	1
Datt Bari Pala				190	Datto	
Chatterjee, Ram Gopal				191		
loceph, Marcus Reginald Coleman			-	i	Ditto	
	•	•	- 1	192	Ditto	
Jui, Bama Charau	•			193	Ditto	
lossami, Jihananda				194	Datto,	
Villiers, Rudolph Rehling .			./	195	Date.	



...

Miscellaneous-contd.

Statement No. 2-con'd.

Names of persons to whom first and second class certificates of competency to manage a coal mine were granted during the year 1926—costd.

Indian Certificates-coald

(6) SECOND CLASS

Name		No of certificate,	Date of certificate.	REWARES.
5 nhs, Rameswar Prosad		390	17th May 1926	
Bahnn, Gancels Chandra		391	Ditto	
Dutt, Satch langt da .		492	Ditto	
Woods, Percy William Henry		393	Ditto	
Bhadurs, Saty a Charan		591	D.tto	
Ghose, Kshiti Bhusan .		593	Ditto.	
Dutt, Andendra Nath		396	Ditto	1
Sinha, Mabadeh Chandra		397	Intto.	
Ghosh, Sushil Kamar .		398	Datto	1
Sen, Kalı Pada		369	Datte.	
Bhattacharjee, Pravat Kumar		400	Ditos	1
Chowdhurs, Bhupendra Nath		401	Ditto.	
Williams, Thomas Hugh .		402	Datto.	
Mitra, Profulla Chanles .		403	Ditto.	

APPENDIX IV—contd. Miscellaneous—contd.

Miscellaneous-contd. Statement No. 3.

Statement No. 3. GOVERNMENT OF INDIA

DEPARTMENT OF INDUSTRIES AND LABOUR.

NOTIFICATION.

Delhi, the 23rd December 1926

No M.1051—In exercise of the powers conferred by sub-action (1) of section 43 of the Indian Vanca Act, 1923 (IV of 1923), and in suprisession of the notifications by the Government of Indian in the Department of India trace and Lab mr, No M.1051, dated the 20th July 1921, No M. 1051, dated the 24th Indian 1925, and No M.1.051, dated the 7th November 1925, the Governor General in Council spileased to exempt to mines, groups of mines, classes of naive and parasof mines specified in the first column of the annotate chedule from the operation of such proximous of the said Act as are specified in the corresponding early in the second column there if.

Schedule

1 Mines of Earliar murron, laterite gracel, and clay (not nelted up knohu, china c sy All or with 5 (ap) free (ap), stone cut is followed; scattle haster, also and limestone Provided that the depth of the execution measure if rom the level of the adjacent ground newhere exceeds 20 feet and that it amore than 50 (persons are completed at any one time in (1 about the mine, Provided forther that this exemption shall not apply to—

(a) Slate munes in the Province of the Paujah and in the Monghyr district of

the province of B-har and Orasa
(3) Lime stone mines in the districts of Sh-harad and Jubbulpore
2 Borings and oit wells

3 Minus or narts of mine, in which excavation is being carried out for pro picting purposes. All eads and not for the purpose of obtaining minerals for use or sale

Provided that—
(i) not more than 20 persons are employed in or about such excivation ,

(ii) no part of the excavation extends beneath the superjacent ground, and
(iii) the depth of the excavation measured from the level of the adjacent ground

- (s) Steatite mines in the Minbu district, and native precious stone mines in the All. Katha district
- (11) All numes in the rederated Shan States, and such names in the Tavoy and The president Mergun districts as are worked under the tribute sys*om

 Mergun districts as are worked under the tribute sys*om

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(114) The ore-dressing plant of the Burma Corporation, Ld, nt Numtu, Northern All Shan States

6. The following nimes in the Province of Biber and Oriesa, namely (1) The coke factory of the Burrakur Coal Co., Ld., at Loyabad in the Manbhum All

7. .

8.

- (11) The coke factory of the Barari Coke Co, Ld, at Kendwadth in the Maubhum All district
- (11) The coke factory of the Estern Coal Co, Ld, at Bhowns in t'e Vaubhum All. district.
- district
 (iv) The cole factory of the Ledna Colliery Co , Ld , at Ledna in the Manhania All district
- (t) The coke factory of the Fast Indan Railway Company at Gird h in the All.
 - , 38/4, 38/3, 29/3 and 32/1 at All and 182 at village Baragann in All

and 28